

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.679
Agenda No. 10.A
Approved: OCT 22 2014



TITLE: RESOLUTION PROVIDING FOR THE FINANCING OF A SPECIAL EMERGENCY APPROPRIATION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY BY THE ISSUANCE OF SPECIAL EMERGENCY NOTES OF THE CITY

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore finally adopted, on October 22, 2014, an ordinance entitled: "AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$7,500,000 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF CITY EMPLOYEES" (the "Ordinance"), for the purpose of appropriating the sum of \$7,500,000 as a special emergency appropriation pursuant to N.J.S.A. 40A:4-53(h).

SECTION 2. The City hereby determines to finance the special emergency appropriation referred to in Section 1 herein by the issuance of Special Emergency Notes of the City, which may be renewed from time to time, as provided by law. Special Emergency Notes of the City are hereby authorized to be issued in the principal amount of \$7,500,000 pursuant to the Local Budget Law. At least 1/5 of all such Special Emergency Notes, and the renewals thereof, shall mature and be paid in each year, so that all such Special Emergency Notes shall have matured and have been paid not later than the last day of the fifth year following the date of adoption of this resolution.

SECTION 3. All Special Emergency Notes issued hereunder shall mature at such times as may be determined by the chief financial officer, subject to the limitations set forth in Section 2 hereof. The chief financial officer shall determine all matters in connection with Special Emergency Notes issued pursuant to this resolution, and the chief financial officer's signature upon the Special Emergency Notes shall be conclusive evidence as to all such determinations. All Special Emergency Notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:4-55(b). The chief financial officer is hereby authorized to sell part or all of the Special Emergency Notes from time to time, at no less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Special Emergency Notes pursuant to this resolution is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Special Emergency Notes sold, the price obtained and the name of the purchaser, and such report shall be entered in full on the minutes of such meeting.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.680

Agenda No. 10.B

Approved: OCT 22 2014

TITLE:



A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO REHABILITATE PROPERTIES LISTED ON THE CITY'S ABANDONED PROPERTIES LIST

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and an autonomous agency of the municipality to provide services to each other; and

WHEREAS, Ordinance 06-135 established an Abandoned Properties List and authorized an officer of the municipal government to designate properties as "abandoned"; and

WHEREAS, the Director of Housing Code Enforcement, Edward Coleman, has been designated as the "public officer" pursuant to the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-80, to place properties throughout Jersey City on the Abandoned Property List; and

WHEREAS, the sheer volume of abandoned properties throughout the City and the expertise needed to select qualified rehabilitation entities will require the assistance of other personnel skilled in redevelopment and rehabilitation; and

WHEREAS, the Jersey City Redevelopment Agency (JCRA) was created in 1949 as an autonomous Agency to serve as the City's primary vehicle to eliminate blight, to create opportunities and to attract residential, commercial and industrial real estate projects; and

WHEREAS, the JCRA's statutory authority was set forth in New Jersey Redevelopment Agencies Law (LRHL), P.L. 1992, C.79 N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the JCRA employs individuals with the expertise needed to select qualified rehabilitation entities to rehabilitate abandoned properties; and

WHEREAS, it is in the best interest of the City and more specifically, the Director of Housing Code Enforcement, Edward Coleman, acting as the "public officer" pursuant to the Abandoned Properties Rehabilitation Act, to partner with the JCRA in rehabilitating properties listed on the City's Abandoned Properties List.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is authorized to execute the Shared Services Agreement with the Jersey City Redevelopment Agency attached hereto as Exhibit "A" and any other agreement that is appropriate or necessary to implement the purposes of this Resolution.
2. The Shared Services Agreement attached as Exhibit "A" shall be substantially in the form attached, subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel or the Business Administrator.

D.P.P.
APPROVED: JH 10/15/14

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO REHABILITATE PROPERTIES LISTED ON THE CITY'S ABANDONED PROPERTIES LIST

Initiator

Department/Division	Jersey City Redevelopment Agency	
Name/Title	David Donnelly, Executive Director	
Phone/email	201-761-0819, ddonnelly@jcnj.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

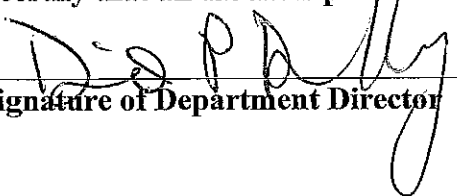
Resolution Purpose

The City's Division of Housing Code Enforcement and the Jersey City Redevelopment Agency will work in concert to find Qualified Rehabilitation Entities to redevelop and rehab various properties on the Abandoned Properties Rehabilitation Act list.

The JCRA will issue an RFQ to attract organizations and/or entities, which have the wherewithal to perform such development tasks.

The list of abandoned properties is ready to be moved and more properties maybe added in the near future. This is a real opportunity to move neighborhoods, which are in need of assistance.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/15/2014

Date

EXHIBIT A

**SHARED SERVICES AGREEMENT BETWEEN
THECITY OF JERSEY CITY
&
THE JERSEY CITY REDEVELOPMENT AGENCY**

This Agreement made the _____ day of _____, 2014 between the **CITY OF JERSEY CITY** (hereinafter referred to as "the City"), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the **JERSEY CITY REDEVELOPMENT AGENCY**, (hereinafter referred to as "the JCRA"), an autonomous agency of the City of Jersey City with offices at 66 York Street, Jersey City, New Jersey 07302.

RECITALS

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and an autonomous agency of the municipality to provide services to each other; and

WHEREAS, Ordinance 06-135 established an Abandoned Properties List and authorized an officer of the municipal government to designate properties as "abandoned"; and

WHEREAS, the Director of Housing Code Enforcement, Edward Coleman, has been designated as the "public officer" pursuant to the Abandoned Properties Rehabilitation Act, N.J.S.A. 55: 19-80, to place properties throughout Jersey City on the Abandoned Property List; and

WHEREAS, the sheer volume of abandoned properties throughout the City and the expertise needed to select qualified rehabilitation entities will require the assistance of other personnel skilled in redevelopment and rehabilitation; and

WHEREAS, the Jersey City Redevelopment Agency (JCRA) was created in 1949 as an autonomous Agency to serve as the City's primary vehicle to eliminate blight, to create opportunities and to attract residential, commercial and industrial real estate projects; and

WHEREAS, the JCRA's statutory authority was set forth in New Jersey Redevelopment Agencies Law (LRHL), P.L. 1992, C.79 N.J.S.A. 40.A:12A-1 et seq.; and

WHEREAS, the JCRA employs individuals with the expertise needed to select qualified rehabilitation entities to rehabilitate abandoned properties; and

WHEREAS, it is in the best interest of the City and more specifically, the Director of Housing Code Enforcement, Edward Coleman, acting as the "public officer" pursuant to the Abandoned Properties Rehabilitation Act, to partner with the JCRA in rehabilitating properties listed on the City's Abandoned Properties List.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Article 1
Purpose of Agreement

The purpose of this Agreement is for the JCRA to provide the Director of Housing Code Enforcement, Edward Coleman and his office help in identifying and selecting qualified rehabilitation entities to rehabilitating properties listed on the City's Abandoned Properties List.

Article 2
Scope of Services

The JCRA will create a Request for Qualifications (RFQ) to identify qualified rehabilitation entities (QREs) seeking to rehabilitate properties listed on the City's Abandoned Properties List and assist the Director of Housing Code Enforcement in selecting those entities who have made submission through the RFQ process.

The JCRA and the Director of Housing Code Enforcement will convene a committee to review QRE submissions and the committee may qualify as many QRE's it deems necessary. The committee may also reissue the RFQ, if it deems it necessary to attract additional QRE's.

The JCRA will create Qualified Rehabilitation Entity Agreements (QREAs) with each QRE selected through the RFQ process. These QREAs shall be similar to redeveloper agreements (RDAs). A QREA will be signed by each QRE to ensure that completion of the rehabilitation of these identified properties takes place within the agreed upon time frame.

The JCRA reserves the right to declare itself a QRE in order to rehabilitate any or all of the properties on the City's Abandoned Properties List.

The JCRA may also suggest additional properties to be added to the Abandoned Properties List by the Director of Housing Code Enforcement. The JCRA may solicit new QREs to rehabilitate these additional abandoned properties and can enter into RDAs with new QREs as necessary.

Article 3
Term of Agreement

The term of this Agreement shall be twenty-four (24) months effective as of the signing

of this agreement, with the possibility of two (2) one year extensions.

Article 4
Compensation and Payment

There shall be compensation or payment exchanged for any of the services listed herein.

Article 5
Contractual Relationship

1. In performing the services under this Agreement, the JCRA shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City or the Director of Housing Code Enforcement. As an independent contractor, the JCRA shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. The JCRA shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professionals to assure that all services are adequate and appropriate for the purposes intended.

Article 6
Arbitration

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

Article 7
Assignment

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

Article 8
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey.

Article 9
Modification

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

Article 10
Entire Agreement

This Agreement constitutes the entire Agreement between the City and the JCRA. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

Article 11
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

Article 12
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

Article 13
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

Article 14
Non-Discrimination

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, color, national origin, sex, religion, familial status, or disability. This requirement shall apply, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, national origin, sex, religion, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Article 15 **Hold Harmless & Indemnity**

The City and the JCRA shall hold each other, their officers and agents, free and harmless from liability of any nature occasioned by the either party's performance under this Agreement. The City and the JCRA shall defend, indemnify and hold each other harmless from any and all claims, costs, expenses, liabilities, attorney fees, loss, damages arising out of or in any way connected to actions or omissions by the City or the JCRA and their employees, agents, or contractors' negligence, intentional misconduct, violation of law, regulation or ordinance, breach or default in the performance of this Agreement.

Article 16 **Notice**

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

**City of Jersey City
Office of the Business Administrator
City Hall-280 Grove Street
Jersey City, New Jersey 07302**

**Jersey City Redevelopment Agency
Office of the Executive Director
66 York Street
Jersey City, New Jersey 07302**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

Dated: _____

Dated: _____

WITNESS:

JERSEY CITY REDEVELOPMENT AGENCY

David Donnelly
Executive Director

Hon. Rolando R. Lavarro, Jr.
Chairman, Board of Commissioners

Dated: _____

Dated: _____

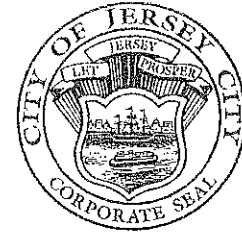
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.681

Agenda No. 10.C

Approved: OCT 22 2014

TITLE:



RESOLUTION TO GRANT 2014 SENIOR CITIZEN DEDUCTIONS ON VARIOUS PROPERTIES

**COUNCIL OFFERED, AND MOVED ADOPTION
OF THE FOLLOWING RESOLUTION:**

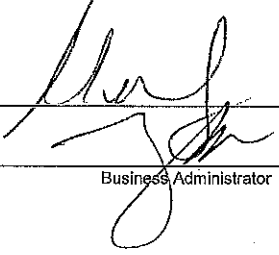
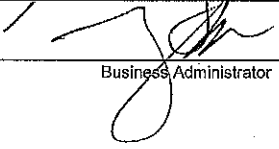
WHEREAS, the below listed properties had filed applications for property tax deduction by person aged 65 years, or over, or permanently and totally disabled, or a surviving spouse of the age 55 years or over; and

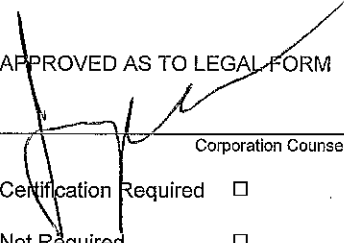
WHEREAS, the Tax Assessor and Tax Collector agree that the deduction should be granted for the tax year 2014 in accordance with N.J.S.A. 54:4-8.40 et. seq. of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2014 Senior Citizen deductions are granted.

TOTAL \$ 7,250.00

SEE ATTACHED LIST

APPROVED: 
APPROVED: 
Business Administrator


APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required ☐
Not Required ☐
APPROVED 9-0

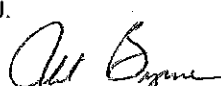
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution to Grant 2014 Senior Citizen Deduction on various properties

Initiator

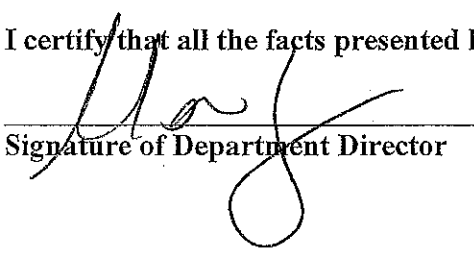
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To grant qualifying senior citizens 65 years and older or permanently & totally disabled a \$ 250.00 tax deduction per year under NJSA 54:4-8. 40. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10-7-14
Date

Senior Citizen Deduction 2014 First Half

OWNER	BLOCK	LOT	QL	ACCT #	S1	AMT
Butler , Eartha	27203	18		216044	S1	\$250.00
Calicchio , Janet	14901	15		304428	S1	\$250.00
Chawda , Kishor	301	6		138339	S1	\$250.00
Cohan , Aron	4701	2		117598	S1	\$250.00
Cook , Brenda	24201	125		240978	S1	\$250.00
Dawkins , Cheryl J.	25903	11		242289	S1	\$250.00
DeLeon , Donald	26203	40		171066	S1	\$250.00
Dhavale , Sadanand	26102	7	C11A1	482497	S1	\$250.00
Dowdell , Margaret	21101	74		352823	S1	\$250.00
Equipado , Adorado	29004	7		159962	S1	\$250.00
Garcia , Gregoria	13101	2	2.1	151031	S1	\$250.00
Herrera , Maria	4503	28		89466	S1	\$250.00
Larue , Michlet	26001	21		240416	S1	\$250.00
Mai , Michael Tuan	8606	36		403717	S1	\$250.00
Partyka , Bozena	30103	7		234815	S1	\$250.00
Patel , Aruna	17702	35		295758	S1	\$250.00
Poojary , Gangadhar	16602	40		298026	S1	\$250.00
Pumar , Ophelia	26703	22	C0008	168914	S1	\$250.00
Savage , Morris	27002	18		214114	S1	\$250.00
Sebron , Patricia	19501	2		344879	S1	\$250.00
Silva , Linda	26201	18		174532	S1	\$250.00
Thompson , Margaret	22802	55	A.1B	511816	S1	\$250.00
Tirado , Carolina	29501	17		235440	S1	\$250.00
Weber , Clotilda	2601	30		145540	S1	\$250.00
Willis , Helen	25704	34		204255	S1	\$250.00

4

DISABLED DEDUCTION 2014 FIRST HALF

OWNER	BLOCK	LOT	QL	ACCT#	D1	AMT
Casimiro , Nieva S.	16101	53		262675	D1	\$250.00
Kelly , Robert P.	10601	16		314674	D1	\$250.00
Metallo , Frances	2203	34		100644	D1	\$250.00
Miller , Loretta	21101	56		352641	D1	\$250.00

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.682

Agenda No. 10.D

Approved: OCT 22 2014

TITLE:



RESOLUTION TO GRANT 2014 VETERAN DEDUCTION ON VARIOUS PROPERTIES

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:


WHEREAS, the below listed property owners have filed an application for a property tax deduction and who are citizens and residents of N.J., were honorably discharged and released under honorable circumstances from active service in a time of war in a branch of the Armed Forces of the United States; and

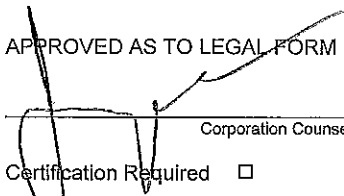
WHEREAS, the Tax Assessor and Tax Collector agree that the deductions should be granted for the tax year 2014, in accordance with N.J.S.A. 54:4-8.10(a) of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2014 Veteran Deductions be granted.

Total - \$ 4,000.00

See Attached List

APPROVED: 
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required ☐
Not Required ☐

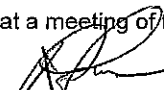
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

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Initiator

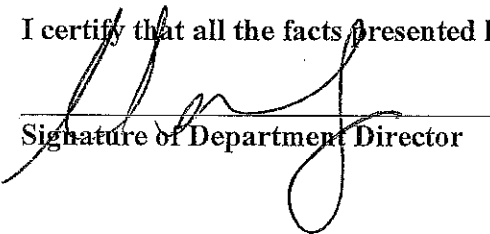
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To grant qualifying veterans who have served during a time of war in a branch of the Armed Forces of the United States a \$250.00 tax deduction per year as permitted under state statute NJSA 54: 4-8.10. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10-7-14
Date

16
VETERANS DEDUCTION 2014 FIRST HALF

OWNER	BLOCK	LOT	QL	ACCT#	V1	AMT
Bliss , Toshiko	12803	19		22673	W1	250.00
Butler , Eartha	27203	18		216044	W1	250.00
Cappelletti , Ronald	22801	1		511824	V1	250.00
Carter , Carl	18601	8		342592	V1	250.00
Chavez , Ana C.	4204	5		152546	V1	250.00
Flannery , Charles	25301	9		178202	V1	250.00
Fox , Marie	22801	1	H.3H	511824	W1	250.00
Gittens , Derych	17101	19		333773	V1	250.00
Howey , Keith	6102	5	C0801	549212	V1	250.00
Jackson , Ida	24102	29		245324	W1	250.00
Miskolczi , Mark	13902	30	C001L	434571	V1	250.00
McEachin , James M.	22501	64		406546	V1	250.00
Pacheco , Jose	1402	51		131581	V1	250.00
Soliman , Joziph	28004	33		169250	V1	250.00
Taylor , Mary	20102	34		369561	V1	250.00
Wilkerson , Chester	30003	10		227934	V1	250.00

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.683

Agenda No. 10.E

Approved: OCT 22 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS, A. HARRY MOORE PHASE IV WILL ADDRESS AN EXISTING HOUSING NEED IN JERSEY CITY

WHEREAS, AHM Housing Urban Renewal Associates IV, LLC (hereinafter referred to as the "Sponsor") proposes to construct a 70-unit housing project (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lots 22, 23, 26 and 36; Block 14601 as shown on the Official Assessment Map of the City of Jersey City, County of Hudson, State of New Jersey and commonly known as A. Harry Moore Phase IV, 320 Duncan Avenue, Jersey City, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the City of Jersey City (the "Council") that:

- (1) The Council finds and determines that the A. Harry Moore Phase IV 70-unit affordable rental Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

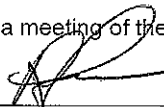
APPROVED 9-0

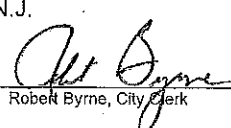
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS, A. HARRY MOORE PHASE IV WILL ADDRESS AN EXISTING HOUSING NEED IN JERSEY CITY

Initiator

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	201-547-5304	CGandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Need for construction of 70-unit affordable rental project for low/moderate income residents

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/1/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.684

Agenda No. 10. F

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 44 BIDWELL AVENUE A/K/A BLOCK 24101, LOT 60

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, Willie Mae Robinson, the owner of 44 Bidwell Avenue, a/k/a Block 24101, Lot 60 f/k/a/ Block 1475, Lot 68 (Property), participated in the City of Jersey City's (City) HOPR Program; and

WHEREAS, the owner received from the City a \$25,175.00 loan on April 29, 2010 for the purpose of making home repairs; and

WHEREAS, the City's loan self-amortizes over ten (10) years provided the owner resides at the property and does not sell the property within ten (10) years; and

WHEREAS, the City's loan was recorded as a second mortgage on the property; and

WHEREAS, the owner now desires to refinance the first mortgage in order to obtain a lower interest rate and lower monthly mortgage payments; and

WHEREAS, the lender, CitiBank, N.A., its successors and/or assigns, requires that the City's mortgage be made subordinate to its loan; and

WHEREAS, the amount of the new first loan is \$111,000.00; and

WHEREAS, the City's lien will remain in second lien position; and

WHEREAS, the City, by its Division of Community Development has reviewed the appraisal report and determined that the value of the property supports the new loan and the City's mortgage and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's lien affecting 44 Bidwell Avenue, Jersey City also known as Lot 60 in Block 24101 f/k/a Lot 68 in Block 1475 to the interests of the new first mortgage of CitiBank, N.A.

IW/igp
10/6/14

APPROVED: [Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON.	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Navarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 44 Bidwell Ave.
BLOCK 1475 LOT 68**

Initiator

Department/Division	HEDC	Community Development
Name/Title	Michael Biondo	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of a City Mortgage affecting 44 Bidwell Ave. Jersey City, NJ

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/8/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.685
Agenda No. 10.6
Approved: OCT 22 2014
TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 11 RESERVOIR AVENUE A/K/A BLOCK 5801, LOT 10 F/K/A BLOCK 714, LOT 49

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on August 17, 1998, Teer Lakshmee Abdool (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$20,279.00 made under the HORP Program; and

WHEREAS, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 11 Reservoir Avenue, Jersey City, also known as Block 5801, Lot 10 f/k/a Block 714, Lot 49; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

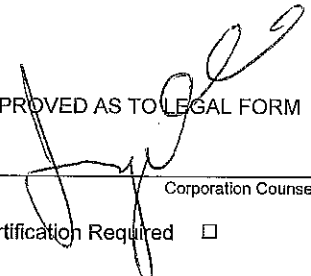
NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Teer Lakshmee Abdool dated August 17, 1998, in the sum of \$20,279.00 affecting 11 Reservoir Avenue, also known as Block 5801, Lot 10 f/k/a Block 714, Lot 49.

IW/igp
10/3/14

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

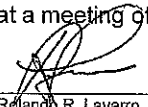
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk


RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 11 Reservoir Ave
BLOCK 5801, LOT 10**

Initiator

Department/Division	HEDC	Community Development
Name/Title	Michael Biondo 	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of a City Mortgage affecting 11 Reservoir Avenue, Jersey City, NJ

I certify that all the facts presented herein are accurate.



Signature of Department Director

9/30/14

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.686

Agenda No. 10.H

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 304 VAN HORNE STREET/A/K/A BLOCK 17402, LOT 18

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, Paulino Perez, the owner of 304 Van Horne Street a/k/a Block 17402, Lot 18 f/k/a Block 2077, Lot 49, participated in the City of Jersey City's ("City") HOMB Program; and

WHEREAS, the owner received a \$52,000 loan from the City in September, 1992 for the purpose of financing the purchase of a two-family residential unit; and

WHEREAS, the City's loan self-amortizes provided that the homeowner resides in the property, does not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

WHEREAS, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

WHEREAS, the City's loan was recorded as a second mortgage against the property; and

WHEREAS, the owner desires to refinance the first mortgage in order to obtain lower monthly mortgage payments; and

WHEREAS, in order to obtain the new mortgage, JP Morgan Chase Bank, N.A., its successors and/or assigns, requires that the City's mortgage be made subordinate to its first mortgage; and

WHEREAS, the amount of the new loan is \$142,790.00; and

WHEREAS, even though the twenty (20) year restricted period has expired, the City cannot discharge its mortgage because of the recapture provision in the mortgage, therefore, the City's lien shall remain in second lien position; and

WHEREAS, the City by its Department of Housing and Economic Development has reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 304 Van Horne Street, also known as Block 17402, Lot 18 f/k/a Block 2077, Lot 49, to the interests of a new first mortgage with JP Morgan Chase Bank, N.A.

IW/igp
10/1/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 304 Van Horne Street A.K.A. Block 17402, Lot 18

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	201-547-5304	Cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

It is necessary for the City to subordinate its mortgage to allow the owners of 304 Van Horne Street to refinance their property with a new first mortgage.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/2/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.687

Agenda No. 10.1

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS POST SANDY PLANNING ASSISTANCE GRANT

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City desires to apply for and obtain a Post Sandy Planning Assistance grant from the New Jersey Department of Community Affairs (DCA); and

WHEREAS, the City of Jersey City has attended an orientation session held by DCA explaining the application process; and

WHEREAS, the City of Jersey City intends to apply for Post Sandy Planning Assistance grant money for the following planning activities and in the following amounts:

1. Preparation of a Resilience Master Plan that provides greater detail for addressing the institutional, adaptation, preparedness, and recovery strategies described in Jersey City's Strategic Recovery Planning Report (\$50,000)
2. Preparation of an Adaptation Master Plan that describes existing conditions, the nature and extent of adaptation measures, and identifies potential funding sources, implementation agencies, and timeframes (\$50,000)
3. Preparation of Design Standards that ensures that building designs that allow for floodplain management compliance also maintain the desired streetscape environment (\$50,000)
4. Preparation of a Capital Improvement Plan that describes projects, budget, and funding sources for capital investments that improve resiliency (\$30,000)
5. Preparation of an Urban Environmental Design Plan that describes storm impact and building community resiliency, with a focus on the advancement of recommendations of the *Collaborative Climate Adaptation Planning for Urban Coastal Flooding* study (\$50,000)
6. Preparation of proposed Zoning and Redevelopment Code that requires approaches to building rehabilitation and new construction that are more resilient to damage from future storm events and that are context sensitive and maintain the character of Jersey City's existing neighborhoods (\$40,000)

NOW THEREFORE BE IT RESOLVED that the City of Jersey City does hereby authorize the application for the above grants; and

BE IT FURTHER RESOLVED that the City of Jersey City has sustained a ratable loss attributable to Superstorm Sandy of at least 1 percent or \$1 million dollars, as indicated by the attached documentation from the tax assessor; and

BE IT FURTHER RESOLVED that the City of Jersey City recognizes and accepts that DCA may offer a lesser or greater amount of grant funding than that requested; and

BE IT FURTHER RESOLVED that the City of Jersey City authorizes the execution of the grant agreement in the amount offered and approved by DCA and further authorizes the expenditure of funds pursuant to the terms of the grant agreement entered into by the City of Jersey City and DCA; and

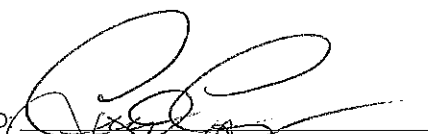
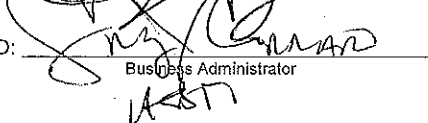
TITLE:


**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDS
FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS POST SANDY
PLANNING ASSISTANCE GRANT**

BE IT FURTHER RESOLVED that the City of Jersey City agrees to comply with all CDBG-DR regulations, Post Sandy Planning Assistance Guidelines and also accepts that the proposed uses of CDBG-DR funds are not reimbursable by FEMA, SBA or other federal agencies; and

BE IT FURTHER RESOLVED that the Mayor and/or Business Administrator (or any successor or assign) are authorized to sign the grant agreement or any other document in connection therewith.


Robert D. Cotter, FAICP, PP
Planning Director

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM 
Corporation Counsel
Certification Required ☐
Not Required ☐

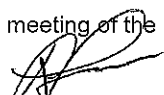
APPROVED 9-0

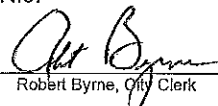
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS POST SANDY PLANNING ASSISTANCE GRANT

Initiator

Department/Division	HEDC/City Planning	
Name/Title	R. Cotter, PP, FAICP, Director	Naomi Hsu, PP, AICP, Senior Planner
Phone/email	201-457-5050; bobbyc@icnj.org	201-547-5021; hsun@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this resolution is to support an application to the New Jersey Department of Community Affairs (DCA) Post Sandy Planning Assistance Grant program for a total of \$270,000 in grant funding for various planning activities. There is no local match requirement.

The Post Sandy Planning Assistance Grant program provides funding to support strategic, long-range planning for recovery efforts in the municipalities and counties that sustained damage during Superstorm Sandy. The DCA recognizes that, in the aftermath of Sandy, there is a need to provide assistance at the local level to communities in the process of rebuilding and identifying ways to become more resilient. Work funded by this program must be overseen by American Institute of Certified Planners/New Jersey Board of Professional Planners (AICP/PP) licensed planners and must be complete within 12 months of grant award.

Planning activities will support the creation of a city that is more resilient to future storm events and include the preparation of the following:

- Resilience Master Plan (\$50,000)
- Adaptation Master Plan (\$50,000)
- Design Standards (\$50,000)
- Capital Improvement Plan (\$30,000)
- Urban Environmental Design Plan (\$50,000)
- Zoning and Redevelopment Code (\$40,000)

Attached is documentation from the City's tax assessor to show that the City sustained a ratable loss attributable to Superstorm Sandy of \$12 million dollars, which is a requirement of the grant application.

Also attached is a memo with a more detailed description of the anticipated deliverables.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/10/14
Date



10/10/14

**Department of Housing, Economic Development & Commerce
Division of City Planning**



Inter-Office Memorandum

DATE: October 10, 2014

TO: Council President Rolando R. Lavarro, Jr. and Members of City Council

FROM: Naomi Hsu, AICP, PP, Senior Planner, DCP *NH*

CC: Anthony Cruz, Director, HEDC
Robert D. Cotter, FAICP, PP, Director, DCP

SUBJECT: Post Sandy Planning Assistance Grant Anticipated Deliverables

Statement of Need

On October 29, 2012, Superstorm Sandy caused extensive damage throughout Jersey City. Neighborhoods citywide were battered by high winds. Storm surge inundated both waterfronts - the Hudson River to the east and the Hackensack River to the west. According to Sandy inundation mapping produced by the US Geological Survey (USGS), flood waters inundated approximately 3,688 acres - or approximately 39% of Jersey City's land area. However, it should be noted that the USGS maps did not include significant portions of Jersey City, including the Country Village neighborhood, which was flooded, according to eyewitness accounts, damaging homes, possessions, and vehicles.

As of June 26, 2013, FEMA inspectors had approved damage claims by housing owners for 1,567 properties, and damage to tenant contents in 793 rental apartments, and approved over \$11 million in housing-related claims. The vast majority of damage was found in the 07302, 07304 and 07305 zip codes. There was a loss of over \$12 million in tax-ratable properties due to Sandy-related damage.

In addition to private property, public facilities were damaged. The emergency room at the Jersey City Medical Center was inundated. City Hall was flooded. Flooding at three PSEG substations resulted in power outages impacting 75% of residents. Damage from wind and flooding disrupted service on the Hudson-Bergen Light Rail. Flooding damaged PATH train facilities; full service was not restored until three months after Sandy, and repairs to the system continue to this day.

Jersey City is a diverse, densely-developed, established city with a growing residential population. The City is also a major regional destination for employment and recreation. Factors such as Jersey City's coastal location, the effects of climate change, and sea level rise make building resilience critical to the City's long-term viability.

To this end, the City has undertaken various studies and initiatives. If awarded, the New Jersey Department of Community Affairs Post Sandy Planning Assistance Grant will help coordinate the findings and recommendations of some of these on-going, piecemeal efforts. A major component will be the preparation of key planning documents that describe a framework for improving the City's ability to withstand and recover from the effects of future storms, in particular as it relates to the built environment. These documents shall recommend actions for the City to undertake, including adoption of master plans, proposed amendments to zoning/building codes, design standards, and a capital improvement plan.

Deliverables

If awarded, the grant funding will be used to hire a qualified consultant team. All work will be overseen by a planner licensed by the State of New Jersey and the American Institute of Certified Planners. The proposed scope of work will include tasks related to data collection, analysis, formation of recommendations, preparation of reports/documents, and outreach to stakeholders and the public. All deliverables must be completed within 12 months of grant execution.

Final deliverables will consist of the following documents.

Resilience Master Plan

The Resilience Master Plan (RMP) shall describe a framework (i.e., provide a "roadmap") to address and expand on the institutional, adaptation, preparedness, and recovery strategies outlined in the City's Sandy Recovery Strategic Planning Report (SRSPR). The RMP shall include a vision, a set of goals, and overarching strategies to increase the City's resilience. The RMP shall inventory completed and current studies, projects, and initiatives related to resilience and identify and prioritize gaps and/or additional needs.

Adaptation Master Plan

The Adaptation Master Plan (AMP) shall be an action plan that describes specific projects and/or initiatives for the City to undertake that support that vision and goals of the Resilience Master Plan. The AMP shall include descriptions of existing conditions, the nature and extent of adaptation measures, and identify potential funding sources, implementing agencies, and time frames. Additionally, the AMP shall address how adaptation impacts the land use element of the municipal Master Plan, as well as changes that may be needed to zoning and redevelopment codes. Particular attention should be paid to actions that advance the implementation of shoreline protective measures, make changes to the regulatory requirements for new buildings, and implement programs to facilitate flood proofing of existing public and private structures and facilities.

Urban Environmental Design Plan

The Urban Environmental Design Plan (UEDP) shall describe strategies that mitigate storm impacts, including stormwater management techniques, with a focus on green infrastructure. The UEDP shall create a holistic and citywide program that considers and incorporates, where appropriate, the recommendations of previous efforts, including the shade tree study, Canal Crossing redevelopment plan, and relevant MUA studies.

Zoning and Building Code plus Design Standards

The consultant shall develop proposed amendments to zoning and building code to increase the City's resilience. These amendments shall be consistent with the Adaptation Master Plan. Proposed amendments shall address zoning and building code requirements that improve resilience while fitting in with the urban fabric. To provide greater detail, the consultant shall develop design standards with specific guidelines and/or requirements to ensure that proposed zoning and building code requirements are consistent with the City's goals for the built environment.

Capital Improvement Plan

The five-year Capital Improvement Plan (CIP) shall focus municipal capital investment on public facilities, fleets and equipment to improve the City's resilience, in particular, those identified by the RMP and AMP.

Naomi Hsu

From: Edward Toloza
Sent: Monday, October 06, 2014 4:50 PM
To: Naomi Hsu
Subject: RE: Sandy Damage Documentation
Attachments: Storm Sandy - Assessment Reduction 02-07-13.xlsx

Categories: Important

Hope this helps.

From: Naomi Hsu
Sent: Monday, October 06, 2014 10:06 AM
To: Edward Toloza
Subject: Sandy Damage Documentation

Good morning, Ed,

I am preparing an application to the NJ Department of Community Affairs for grant funding for post-Sandy planning activities.

Part of the application is documentation that the City sustained a ratable loss attributable to Superstorm Sandy of at least 1 percent or \$1 million.

Is it possible to e-mail this documentation to me?

Thank you!
Naomi

Naomi Hsu, AICP, PP
Senior Transportation Planner
Direct: 201-547-5021
E-mail: hsun@icnj.org



30 Montgomery Street Suite 1400
Jersey City, NJ 07302-3821
Phone: 201.547.5010
Fax: 201.547.4323

**Storm Sandy
(Assessment Reduction)**

Orig Land	Orig Impr	Orig Abate	Orig Total	New Class	New Land	New Impr	New Abate	New Total	Land Perc
20000	120000	0	140000	2	20000	114000	0	134000	100
11600	67400	0	79000	2	11600	53900	0	65500	100
40400	95100	0	135500	2	40400	90300	0	130700	100
22000	93000	0	115000	2	22000	88300	0	110300	100
39800	95300	0	135100	2	39800	90500	0	130300	100
27800	142200	0	170000	4A	27800	135100	0	162900	100
63800	51200	0	115000	4A	63800	46100	0	109900	100
51000	124000	0	175000	4A	51000	117800	0	168800	100
11900	123100	0	135000	2	11900	116900	0	128800	100
44000	86000	0	130000	4A	44000	81700	0	125700	100
5700	74300	0	80000	2	5700	52000	0	57700	100
10000	134000	0	144000	2	10000	93800	0	103800	100
10000	130900	0	140900	2	10000	117800	0	127800	100
8000	126100	0	134100	2	8000	113500	0	121500	100
7900	131600	0	139500	4A	7900	13200	0	21100	100
777900	318900	0	1096800	4B	777900	223200	0	1001100	100
1842200	16825300	0	18667500	4A	1842200	15325300	0	17167500	100
2922900	18617300	0	21540200	4A	2922900	16755600	0	19678500	100
859000	30500	0	889500	4B	859000	27400	0	886400	100
20000	90000	0	110000	2	20000	76500	0	96500	100
2194000	3506000	0	5700000	4A	2194000	2804800	0	4998800	100
2700	39800	0	42500	4A	2700	33800	0	36500	100
2600	59000	0	61600	2	2600	41300	0	43900	100
5700	129300	0	135000	2	5700	90500	0	96200	100
9800	64900	0	74700	2	9800	26000	0	35800	100
9800	65000	0	74800	2	9800	26000	0	35800	100
11300	74800	0	86100	2	11300	29900	0	41200	100
11400	75400	0	86800	2	11400	30200	0	41600	100
13100	87400	0	100500	2	13100	35000	0	48100	100
9600	63500	0	73100	2	9600	25400	0	35000	100
14700	97600	0	112300	2	14700	39000	0	53700	100
9700	64200	0	73900	2	9700	25700	0	35400	100
12300	81500	0	93800	2	12300	32600	0	44900	100
13000	86600	0	99600	2	13000	34600	0	47600	100
12600	83800	0	96400	2	12600	33500	0	46100	100

10900	72300	0	83200	2	10900	28900	0	39800	10
13000	86400	0	99400	2	13000	60500	0	73500	10
8500	96200	0	104700	2	8500	38500	0	47000	10
12022	38154	0	50176	2	12022	26754	0	38776	10
11600	76700	0	88300	2	11600	53700	0	65300	10
10900	72300	0	83200	2	10900	28900	0	39800	10
13100	87200	0	100300	2	13100	34900	0	48000	10
11700	77900	0	89600	2	11700	31200	0	42900	10
14800	155200	0	170000	2	14800	139700	0	154500	10
38500	165100	0	203600	2	38500	148600	0	187100	10
5800	151200	0	157000	2	5800	105800	0	111600	10
8700	192900	0	201600	2	8700	135000	0	143700	10
8400	164300	0	172700	2	8400	115000	0	123400	10
8100	131900	0	140000	2	8100	92300	0	100400	10
18000	212000	0	230000	2	18000	190800	0	208800	10
5600	98000	0	103600	2	5600	68600	0	74200	10
5700	95600	0	101300	2	5700	38200	0	43900	10
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49700	85300	0	135000	4C	49700	59700	0	109400	10
6100	50200	0	56300	2	6100	45200	0	51300	10
3344600	2655400	0	6000000	4C	3344600	2522600	0	5867200	10
10000	47500	0	57500	2	10000	40400	0	50400	10
22000	40200	0	62200	2	22000	16100	0	38100	10
20000	51700	0	71700	2	20000	20700	0	40700	10
36800	63200	0	100000	4A	36800	44200	0	81000	10
25000	140000	0	165000	2	25000	112000	0	137000	10
25000	195000	0	220000	2	25000	156000	0	181000	10
6600	154600	0	161200	2	6600	108200	0	114800	10
5800	118600	0	124400	2	5800	83000	0	88800	10
21500	213500	0	235000	2	21500	149400	0	170900	10
13900	219000	0	232900	2	13900	153300	0	167200	10
38200	216800	0	255000	4A	38200	195100	0	233300	10
2700	54700	0	57400	2	2700	52000	0	54700	10
2800	58200	0	61000	2	2800	55300	0	58100	10
3100	62900	0	66000	2	3100	59800	0	62900	10
2800	58400	0	61200	2	2800	55500	0	58300	10
3100	62900	0	66000	2	3100	59800	0	62900	10

2800	58400	0	61200	2	2800	55500	0	58300	100
3500	71300	0	74800	2	3500	67700	0	71200	100
3200	66000	0	69200	2	3200	62700	0	65900	100
6300	163700	0	170000	2	6300	114600	0	120900	100
6800	110200	0	117000	2	6800	44100	0	50900	100
8700	141300	0	150000	2	8700	56500	0	65200	100
9900	160500	0	170400	2	9900	112300	0	122200	100
4500	98500	0	103000	2	4500	39400	0	43900	100
18000	147000	0	165000	2	18000	102900	0	120900	100
30800	179200	0	210000	4A	30800	161300	0	192100	100
10000	70000	0	80000	2	10000	63000	0	73000	100
16000	140500	0	156500	2	16000	56200	0	72200	100
18000	103000	0	121000	2	18000	72100	0	90100	100
18000	140000	0	158000	2	18000	98000	0	116000	100
18000	202000	0	220000	2	18000	141400	0	159400	100
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11700	163300	0	175000	4A	11700	114300	0	126000	100
19400	218600	0	238000	4A	19400	153000	0	172400	100
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16700	147800	0	164500	2	16700	103500	0	120200	100
11000	169000	0	180000	2	11000	118300	0	129300	100
17300	125000	0	142300	2	17300	118700	0	136000	100
12800	97200	0	110000	2	12800	92300	0	105100	100
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8200	101800	0	110000	2	8200	40700	0	48900	100
14600	105400	0	120000	2	14600	73800	0	88400	100
14600	160400	0	175000	2	14600	64200	0	78800	100
16000	119000	0	135000	2	16000	95200	0	111200	100
15000	41000	0	56000	2	15000	28700	0	43700	100
21000	145500	0	166500	2	21000	116400	0	137400	100
21300	145200	0	166500	4A	21300	101600	0	122900	100
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25000	160000	0	185000	2	25000	112000	0	137000	100
24600	230000	0	254600	2	24600	207000	0	231600	100
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17000	176600	0	193600	2	17000	141300	0	158300	100

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17000	142100	0	159100	2	17000	113700	0	130700	10
17000	141500	0	158500	2	17000	113200	0	130200	10
17000	128700	0	145700	2	17000	103000	0	120000	10
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22100	167900	0	190000	4A	22100	117500	0	139600	10
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37100	32900	0	70000	2	37100	29600	0	66700	10
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17200	98800	0	116000	2	17200	88900	0	106100	10
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21000	72900	0	93900	2	21000	65600	0	86600	10
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17500	88800	0	106300	2	17500	62200	0	79700	10
17500	88800	0	106300	2	17500	62200	0	79700	10
17500	88800	0	106300	2	17500	79900	0	97400	10
18900	101100	0	120000	4A	18900	85900	0	104800	10
28000	108000	0	136000	2	28000	75600	0	103600	10
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31200	100800	0	132000	2	31200	90700	0	121900	10
17500	115300	0	132800	2	17500	103800	0	121300	10
35000	85000	0	120000	2	35000	80700	0	115700	10
17500	102500	0	120000	2	17500	92200	0	109700	10
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15300	76000	0	91300	2	15300	72200	0	87500	10
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18500	65500	0	84000	2	18500	62200	0	80700	10

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6100	70900	0	77000	2	6100	63800	0	69900	100
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19200	85800	0	105000	2	19200	72900	0	92100	100
13100	86900	0	100000	2	13100	82600	0	95700	100
20600	95400	0	116000	2	20600	90600	0	111200	100
7400	46800	0	54200	2	7400	39800	0	47200	100
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22900	92600	0	115500	2	22900	83300	0	106200	100
37800	46800	0	84600	4A	37800	32800	0	70600	100
27500	102200	0	129700	2	27500	86900	0	114400	100
17500	92500	0	110000	2	17500	64700	0	82200	100
15200	116800	0	132000	2	15200	81800	0	97000	100
71300	4800	0	76100	2	71300	4300	0	75600	100
34100	70300	0	104400	2	34100	63300	0	97400	100
30100	79300	0	109400	2	30100	55500	0	85600	100
54200	77100	0	131300	2	54200	73200	0	127400	100
28700	48600	0	77300	2	28700	34000	0	62700	100
30200	109500	0	139700	2	30200	98500	0	128700	100
11200	91800	0	103000	2	11200	64300	0	75500	100
11200	58800	0	70000	2	11200	52900	0	64100	100
11200	93500	0	104700	2	11200	65400	0	76600	100
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11700	72200	0	83900	2	11700	65000	0	76700	100
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11700	72400	0	84100	2	11700	65200	0	76900	100
11700	73600	0	85300	2	11700	51500	0	63200	100

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3108000	0	0	3108000	1	2797200	0	0	2797200	9
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28100	81400	0	109500	2	28100	57000	0	85100	10
38100	76700	0	114800	2	38100	53700	0	91800	10
44700	76500	0	121200	2	44700	53500	0	98200	10
28900	56100	0	85000	2	28900	39300	0	68200	10
27800	57200	0	85000	2	27800	51500	0	79300	10
56200	90600	0	146800	2	56200	86100	0	142300	10
56200	68800	0	125000	2	56200	61900	0	118100	10
42000	69700	0	111700	2	42000	48800	0	90800	10
52000	108400	0	160400	2	52000	97600	0	149600	10
41200	114700	0	155900	2	41200	103200	0	144400	10
46300	73700	0	120000	2	46300	51600	0	97900	10
20800	73600	0	94400	2	20800	62600	0	83400	10
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25700	82600	0	108300	2	25700	57800	0	83500	10
34300	60700	0	95000	2	34300	51600	0	85900	10
29900	57100	0	87000	2	29900	54200	0	84100	10
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29900	98300	0	128200	2	29900	68800	0	98700	10
29900	98300	0	128200	2	29900	68800	0	98700	10
30000	85300	0	115300	2	30000	76800	0	106800	10
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21800	53200	0	75000	2	21800	37200	0	59000	10
24600	84800	0	109400	2	24600	59400	0	84000	10
29900	87800	0	117700	2	29900	61500	0	91400	10
29900	87800	0	117700	2	29900	79000	0	108900	10
29900	102800	0	132700	2	29900	92500	0	122400	10
29900	65100	0	95000	2	29900	45600	0	75500	10
29900	65100	0	95000	2	29900	45600	0	75500	10
39900	61600	0	101500	2	39900	55400	0	95300	10
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29900	94700	0	124600	2	29900	66300	0	96200	10
29900	65100	0	95000	2	29900	45600	0	75500	10
29900	56100	0	86000	2	29900	39300	0	69200	10
29900	97100	0	127000	2	29900	68000	0	97900	10

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35100	74900	0	110000	2	35100	52400	0	87500	100
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62400	67600	0	130000	2	62400	47300	0	109700	100
46800	58200	0	105000	2	46800	40700	0	87500	100
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32300	87900	0	120200	2	32300	61500	0	93800	100
32300	87900	0	120200	2	32300	61500	0	93800	100
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25300	54700	0	80000	2	25300	38300	0	63600	100
32300	52700	0	85000	2	32300	36900	0	69200	100
22500	56700	0	79200	2	22500	48200	0	70700	100
22300	66900	0	89200	2	22300	60200	0	82500	100
15000	103000	0	118000	2	15000	87500	0	102500	100
52000	54000	0	106000	2	52000	37800	0	89800	100
53500	87500	0	141000	2	53500	78700	0	132200	100
47100	108500	0	155600	2	47100	75900	0	123000	100
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46800	110200	0	157000	2	46800	99200	0	146000	100
46800	121900	0	168700	2	46800	85300	0	132100	100
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52000	110200	0	162200	2	52000	77100	0	129100	100
52000	73000	0	125000	2	52000	51100	0	103100	100
48100	76300	0	124400	2	48100	72500	0	120600	100
48100	110200	0	158300	2	48100	104700	0	152800	100
48100	63900	0	112000	2	48100	44700	0	92800	100
48100	66900	0	115000	2	48100	46800	0	94900	100
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52000	73000	0	125000	2	52000	51100	0	103100	100
48100	98100	0	146200	2	48100	88300	0	136400	100
29900	105300	0	135200	2	29900	73700	0	103600	100
29900	105300	0	135200	2	29900	94800	0	124700	100
29900	101100	0	131000	2	29900	70800	0	100700	100
29900	101100	0	131000	2	29900	70800	0	100700	100
29900	65100	0	95000	2	29900	58600	0	88500	100
29900	107100	0	137000	2	29900	96400	0	126300	100
35800	99000	0	134800	2	35800	69300	0	105100	100
29900	65100	0	95000	2	29900	45600	0	75500	100

29900	75100	0	105000	2	29900	52600	0	82500	10
29900	70100	0	100000	2	29900	49100	0	79000	10
29900	101100	0	131000	2	29900	91000	0	120900	10
46200	118800	0	165000	2	46200	106900	0	153100	10
48100	116900	0	165000	2	48100	81800	0	129900	10
48100	76900	0	125000	2	48100	69200	0	117300	10

Total Assi
Equalized

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.688

Agenda No. 10.J

Approved: OCT 22 2014

TITLE:



**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT
APPLICATION AND EXECUTION OF A GRANT AGREEMENT
WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR THE 2015 MUNICIPAL AID PROGRAM
TO FUND ROADWAY IMPROVEMENTS TO FIVE (5) VARIOUS
STREETS FOR THE CITY OF JERSEY CITY**

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant application for the 2015 Municipal Aid Program to fund local transportation projects that must be submitted through the System for Administering Grants Electronically (SAGE) on or before October 14, 2014; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Architecture, Engineering, Traffic and Transportation has prepared an application identified as MA-2015-Jersey City-00030 for roadway improvements to Five (5) Various Streets (Academy Street, Cornelison Avenue, Mill Road, Wayne Street and Ocean Avenue); and

WHEREAS, the City is requesting state aid funding from the NJDOT 2015 Municipal Aid Program for the primary purpose of roadway improvements; and

WHEREAS, the City agrees that it shall be required to appropriate capital funds for state non-participating items such as police salary hours and/or other ineligible costs to the project; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the completed streets;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City approves the grant application for the above stated project; and


BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as MA-2015 Jersey City-00030 to the New Jersey Department of Transportation on behalf of the City of Jersey City.

TITLE:

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT
APPLICATION AND EXECUTION OF A GRANT AGREEMENT
WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR THE 2015 MUNICIPAL AID PROGRAM
TO FUND ROADWAY IMPROVEMENTS TO FIVE (5) VARIOUS
STREETS FOR THE CITY OF JERSEY CITY**

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Certified as a true copy of the Resolution adopted by Council,
On this 22nd day of OCTOBER, 2014



City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

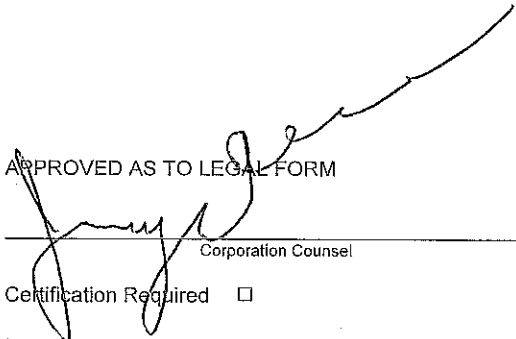
City Clerk
Robert Byrne

Presiding Officer
Steven M. Fulop, Mayor of Jersey City

APPROVED:  _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

 _____
Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10.22.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

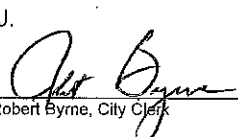
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2015 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS TO FIVE (5) VARIOUS STREETS FOR THE CITY OF JERSEY CITY

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transp.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Resolution approving a grant application and the execution of a grant agreement with NJDOT for the annual state aid to municipalities for the 2015 Municipal Aid Program to make roadway improvements to five various streets. Cornelison Avenue, Academy Street, Mill Road, Wayne Street, and Ocean Avenue.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

Cornelison & Four Streets	Engineering Estimate	\$1,044,227.00
Ocean Avenue	Engineering Estimate	\$1,991,911.00
TOTAL CONSTRUCTION	Engineering Estimate	\$3,036,138.00
GRANT APPLICATION	TOTAL REQUEST	\$3,036,138.00

Once approved, the City will have 18 months to design and award the construction contract.

Type of award

If "Other Exception", enter type

Additional Information

This project consists of the resurfacing and incidental construction for pedestrian safety of five streets in the City of Jersey City. The streets are Academy Street, Cornelison Avenue, Mill Road, Wayne Street and Ocean Avenue. Academy, Cornelison, Mill Road, and Wayne Street, the combination of these four streets form a local connector and bypass route under Montgomery Streets. Located along this route are the County of Hudson Complex, the Beacon and Residential housing. It is a heavily traveled vehicular and truck route with access to McGinley Square and Journal Square to the north, and Downtown to the East, and commercial and school districts going west. Ocean Avenue is classified as Minor Arterial that traverses residential, commercial and school districts from the City's southern border with Bayonne in the Greenville neighborhood and spans approximately 2.1 miles to Bramhall Avenue in the Bergen/Lafayette neighborhood. It's a heavily traveled vehicular, bus and truck route. All five streets are in very poor condition and in need of resurfacing in order to maintain the structural integrity. The roads have many cracks, patches, depressions, utility trench repairs and pavement failure. Sidewalk replacement will be required for pedestrian safety and to avoid trip and fall accidents. It will also require the installation of ADA compliant curb ramps and detectable warning surfaces where none exists. Repair of roadway base, catch basins, replacement of regulatory and warning signs, traffic striping and markings and installation, installation of pedestrian countdown traffic heads, and installation of bike lanes where pavement width permits.

I certify that all the facts presented herein are accurate.


Robert Kakoleski, Business Administrator
Department Director


Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806




ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 10, 2014

TO : Rolando R. Lavarro, Council President and
Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director 

SUBJECT : **Application to the New Jersey Department of Transportation
2015 Municipal Aid – Resurfacing Five Various Streets**

Attached for your consideration is a resolution authorizing the submission of the 2015 Municipal Aid grant application and the execution of a grant agreement with NJDOT for the Resurfacing Five (5) Various Streets (Cornelison Avenue, Academy Street, Mill Road, Wayne Street and Ocean Avenue). The purpose and scope of the municipal aid program is to assist local municipalities in the implementation of public transportation projects including, but not limited, to the improvement of any public road or bridge under the jurisdiction of a municipality.

The City's 2015 Municipal Aid application is requesting \$3,036,138 to complete this resurfacing project. All five streets are in very poor condition and in need of reconstruction work, ADA compliant curb ramps and sidewalks, pedestrian safety improvements, bike lanes and streetscape. The limits and scope of project will be determined by the availability of funds from the 2015 Municipal Aid program.

Please contact my office at extension 5900 should you have any questions or need additional information.

C: Robert Byrne, City Clerk
Robert Kakoleski, Business Administrator
Donna Mauer, Chief Financial Officer
Stanley Huang, Municipal Engineer
Joao D'Souza, Traffic Director
Dawn Odom, Supervising Administrative Analyst

NJDOT Municipal Aid Program – Five Various Streets | 2015

This project consists of the resurfacing and incidental construction for pedestrian safety of five streets in the city of Jersey City. The streets are Academy Street, Cornelison Avenue, Mill Road, Wayne Street and Ocean Avenue.

Academy Street, Cornelison Avenue, Mill Road and Wayne Street – the combination of these four streets form a local connector/collector route and serves as a bypass route under Montgomery Street (Urban Minor Arterial) due to the presence of the Montgomery Street Bridge over Cornelison Avenue. The four streets are an access route to the Journal Square Shopping and Transportation Hub, the McGinley Square Shopping District and the Downtown Historic and Commercial Districts of Jersey City. The streets form a heavily traveled vehicular and truck route connecting Hudson River commercial areas with the other Districts of the city.

Located along this route are the Hudson County Complex which houses the Department of Family Services and other vital Hudson County public service agencies, a mini mall, a residential housing complex and the Medical Center Redevelopment Site known as The Beacon. The Beacon is a 14 acre mixed-use development emerging from the historic restoration of the original complex of the Jersey City Medical Center. When complete, The Beacon will include two million square feet of residential and retail space, approximately 1,200 luxury residences and 80,000 square feet of retail space.

Ocean Avenue is classified by the New Jersey Department of Transportation as a Minor Arterial. Ocean Avenue traverses a fully developed residential, commercial and recreational area from the City's southern border with Bayonne in the Greenville neighborhood, through the intersection with Bramhall Avenue in the Bergen/Lafayette neighborhood. This span approximates 2.1 miles in distance. Ocean Avenue is a heavily traveled vehicular, bus and truck route.

All five streets are in poor condition and in need of a resurfacing in order to maintain the structural integrity and to avoid costly reconstruction in a few years if left in the current condition. The roads have many cracks, patches, depressions, utility trench repairs and areas of pavement failure. Sidewalk replacement is required for pedestrian safety and to avoid trip and fall accidents.

This project conforms to the NJDOT Complete Streets policy adopted by the city. A Complete Street is defined as a way to provide safe access for all users by designing and operating an all-inclusive, integrated, connected multi-modal network of transportation alternatives.

Please note since the Roadway Data Sheet does not allow for variations, the numbers shown are averages.

The project includes, but is not limited to the following:

- Replacement and construction of Concrete Curb

NJDOT Municipal Aid Program – Five Various Streets | 2015

- Installation of ADA compliant Curb Ramps, where required with Detectable Warning Surfaces
- Repair of the roadway base
- Replacement of the Catch Basin Cast Iron Curb Pieces with environmentally acceptable Catch Basin Curb Pieces
- Reconstruction of existing Catch Basins
- Resetting and/or replacement of Catch Basin and Manhole Castings
- Installation of Bicycle Safe Catch Basin Grates
- Asphalt Milling
- Resurfacing with Hot Mix Asphalt
- Replacement of Regulatory and Warning Signs
- Long Life Traffic Stripes
- Installation of Pedestrian Countdown Traffic Signal Heads
- Installation of Bike Lanes where pavement width permits

Bid documents could be ready within nine months of notification of application approval.

The combination of Academy Street, Cornelison Avenue, Mill Road and Wayne Street is a local connector/collector route and serves as a bypass route under Montgomery Street due to the presence of the Montgomery Street Bridge over Cornelison Avenue. The four streets are an access route to the Journal Square Shopping and Transportation Hub, the McGinley Square Shopping District and the Downtown Historic and Commercial Districts of Jersey City.

Located along the route are the Jersey City Medical Center Redevelopment Site known as The Beacon, the Hudson County Complex, a mini mall and a residential housing complex.

Ocean Avenue is a Minor Arterial and traverses a fully developed residential, commercial and recreational area of Jersey City from the southern border with Bayonne to the Bergen/Lafayette neighborhood in the heart of the city. Community facilities along Ocean Avenue and connecting streets include Jersey City Housing Authority properties, Ezra L Nolan Middle School 40, houses of worship, early childhood learning centers, retail and commercial establishments, banks, and Fred W Martin Elementary School 41. The corridor is also a major NJ Transit bus route for residents of the Greenville and Bergen/Lafayette neighborhoods of Jersey City.

NJDOT Municipal Aid Program – Five Various Streets | 2015

The riding quality on the streets will be improved, thus providing drivers with a more stable and safer ride. In some cases the pavement is so deteriorated, a driver could lose control of their vehicle. By providing a better riding surface, safety will be increased. The unevenness of the pavement causes unsafe travel conditions and increases congestion because of decreased operating speeds of vehicles. Many vehicles weave to avoid depressions in the pavement.

The replacement of stream flow grates and obsolete or deteriorated catch basins and catch basin castings will improve bicycle safety and drainage flow. The replacement of deteriorated concrete sidewalk and installation of handicapped curb ramps with detectable warning surfaces will improve pedestrian safety. The installation of new traffic striping will also improve safety. Currently, the traffic striping is faded or non-existing. Traffic Signals will also be upgrade with countdown pedestrian signal heads in order to improve safety by alerting pedestrians of the crossing time remaining. Traffic flow and accident incident reporting will be improved by the installation of traffic cameras on signal mast arms.

Ocean Avenue resurfacing					
ITEM	DESCRIPTION	UNIT	contract Qty	UNIT PRICE	Cost
1	CELLULAR PHONE SERVICE	LS	1	\$2,500.00	\$2,500.00
2	SAW CUTTING	LF	2,580	\$2.25	\$5,825.00
3	MILLING, 2" AVERAGE DEPTH	SY	37,700	\$3.00	\$113,100.00
4	BITUMINOUS CONCRETE PATCH	TON	250	\$80.00	\$20,000.00
5	HMA PAVEMENT REPAIR PRIOR TO OVERLAY	TON	300	\$81.00	\$24,300.00
6	HMA, BASE COURSE, MIX 1-2	TON	200	\$85.00	\$17,000.00
7	HMA SURFACE COURSE, MIX 1-5 HD	TON	5,000	\$85.50	\$427,500.00
8	CATCH BASIN TYPE B	UNIT	3	\$3,917.00	\$11,751.00
9	CATCH BASIN TYPE E	UNIT	0	\$3,982.00	\$0.00
10	RECONSTRUCTED CB,TYPE B,USING EXISTING CASTING	UNIT	15	\$1,104.00	\$16,560.00
11	CATCH BASIN CASTING, TYPE A	UNIT		\$1,000.00	\$0.00
12	CATCH BASIN CASTING, TYPE B	UNIT	6	\$1,100.00	\$6,600.00
13	CATCH BASIN CASTING,TYPE B W/DRIVEWAY ACCESS BACK PLATE	UNIT	1	\$1,844.00	\$1,844.00
14	CAST IRON CURB PIECE, TYPE N 6" HIGH	UNIT	5	\$310.00	\$1,550.00
15	CAST IRON CURB PIECE, TYPE N 4" HIGH	UNIT	63	\$300.50	\$18,931.50
16	BICYCLE SAFE GRATE, 213/4" X 47 3/4"	UNIT	12	\$310.00	\$3,720.00
17	BICYCLE SAFE GRATE, 30" X 47 3/4"	UNIT	1	\$434.00	\$434.00
18	RESET CASTINGS	UNIT	12	\$374.00	\$4,488.00
19	MANHOLE CASTING, CAT NO:1007D	UNIT	41	\$625.00	\$25,625.00
20	MANHOLE CASTING, CAT NO:1012C WITH 4428 COVER		6	\$1,460.00	\$8,760.00
21	RELOCATE JUNCTION BOX	UNIT	32	\$2,200.00	\$70,400.00
22	RESET JUNCTION BOX CASTING	UNIT	12	\$410.00	\$4,920.00
23	FOUNDATION, TYPE SPF	UNIT	42	\$1,200.00	\$50,400.00
24	3" CUG CONDUIT	LF	1,000	\$82.00	\$82,000.00
25	PEDESTRIAN SIGNAL STANDARD	UNIT	42	\$1,000.00	\$42,000.00
26	PEDESTRIAN SIGNAL HEAD	UNIT	42	\$800.00	\$33,600.00
27	PUSH BUTTON ASSEMBLEY	UNIT	42	\$400.00	\$16,800.00
28	TRAFFIC SIGNAL CABLE 2 CONDUCTOR	LF	500	\$4.00	\$2,000.00
29	TRAFFIC SIGNAL CABLE 5 CONDUCTOR	LF	500	\$5.00	\$2,500.00
30	9" X 20" CONCRETE VERTICAL CURB	LF	6,100	\$29.60	\$180,560.00
31		LF		\$36.85	\$0.00
32	CONCRETE SIDEWALK, 4" THICK	SY	5,000	\$54.10	\$270,500.00
33		SY		\$81.85	\$0.00
34	E B Crosswalk	SF	10,000	\$16.00	\$160,000.00
35		SY		\$85.00	\$0.00
36		SY		\$340.00	\$0.00
37	CAST IN PLACE DETECTABLE WARNING SURFACE	SY	182	\$280.00	\$50,960.00
38	BREAKAWAY BARRICADES	UNIT	30	\$0.01	\$0.30
39	DRUMS	UNIT	30	\$0.01	\$0.30
40	TRAFFIC CONES	UNIT	75	\$0.01	\$0.75
41	CONSTRUCTION SIGNS	SF	100	\$0.01	\$1.00
42	TEMPORARY PAVEMENT MARKERS	UNIT	200	\$3.50	\$700.00
43	TRAFFIC DIRECTORS, J.C. POLICE	HOURL	3,000	\$40.00	\$120,000.00
44	TEMPORARY DBL YELLOW STRIPS	LF	14,200	\$0.25	\$3,550.00
45	TRAFFIC STRIPES, LL, THERMOPLASTIC	LF	64,200	\$0.65	\$41,730.00
46	TRAFFIC MARKINGS, SYMBOLS, LL,THERMOPLASTIC	SF	400	\$5.50	\$2,200.00
47	REGULATORY AND WARNING SIGNS ON NEW U-POST	SF	600	\$42.00	\$25,200.00
48	RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)	UNIT	10	\$275.00	\$2,750.00
49	NEW WATER VALVE BOX	UNIT	5	\$610.00	\$3,050.00
50	VIDEO DETECTORS	UNIT	28	\$4,000.00	\$116,000.00
					\$1,991,910.85
	The following is a list of intersections that have been completed already along Ocean Ave under various other city projects and comply with ADA regulations.				
	1.Carterett Ave & Ocean Ave				
	2. Kearney Ave & Ocean Ave				
	3. Bostwick Ave & Ocean Ave				
	4. Stegman St & Ocean Ave				
	5. Dwight St & Ocean Ave				
	6. Cator Ave & Ocean Ave				
	7. Danforth Ave & Ocean Ave				
	8. Seaview Ave & Ocean Ave				

[illegible]

[illegible]

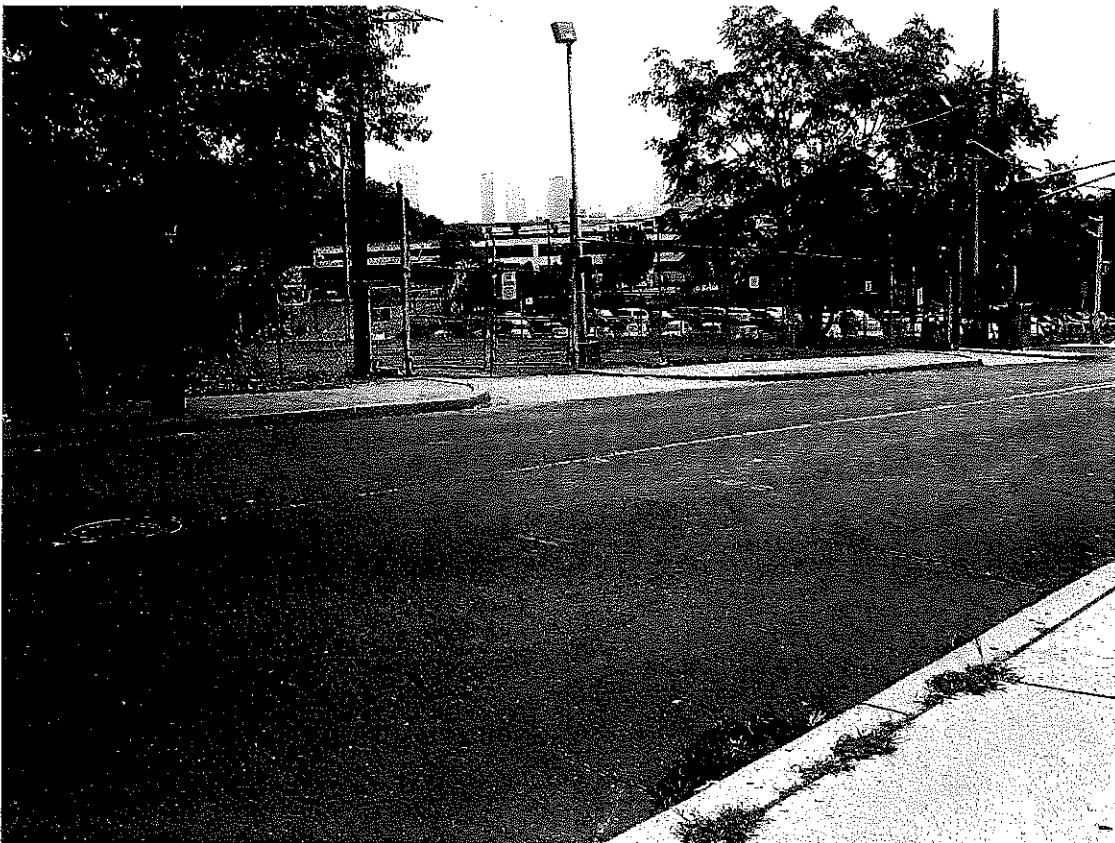
\$1,044,227.50

Various Streets - 2015 - Jersey City

Photographs

Academy Street

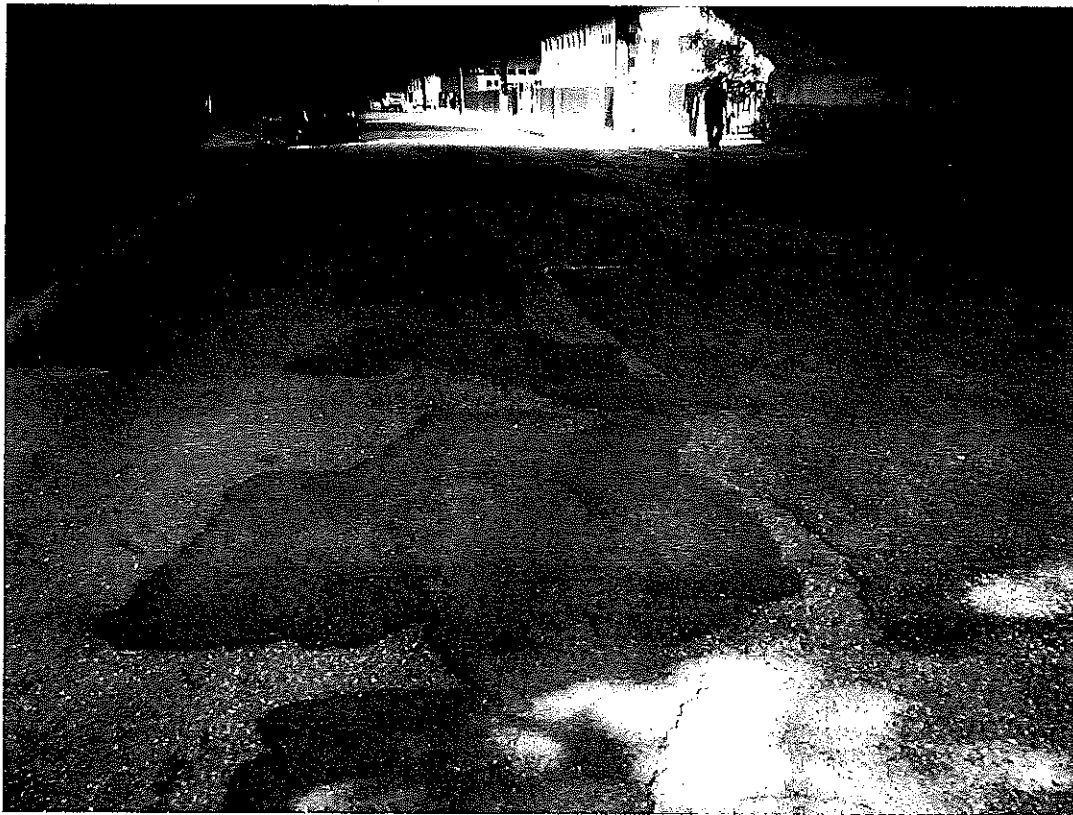


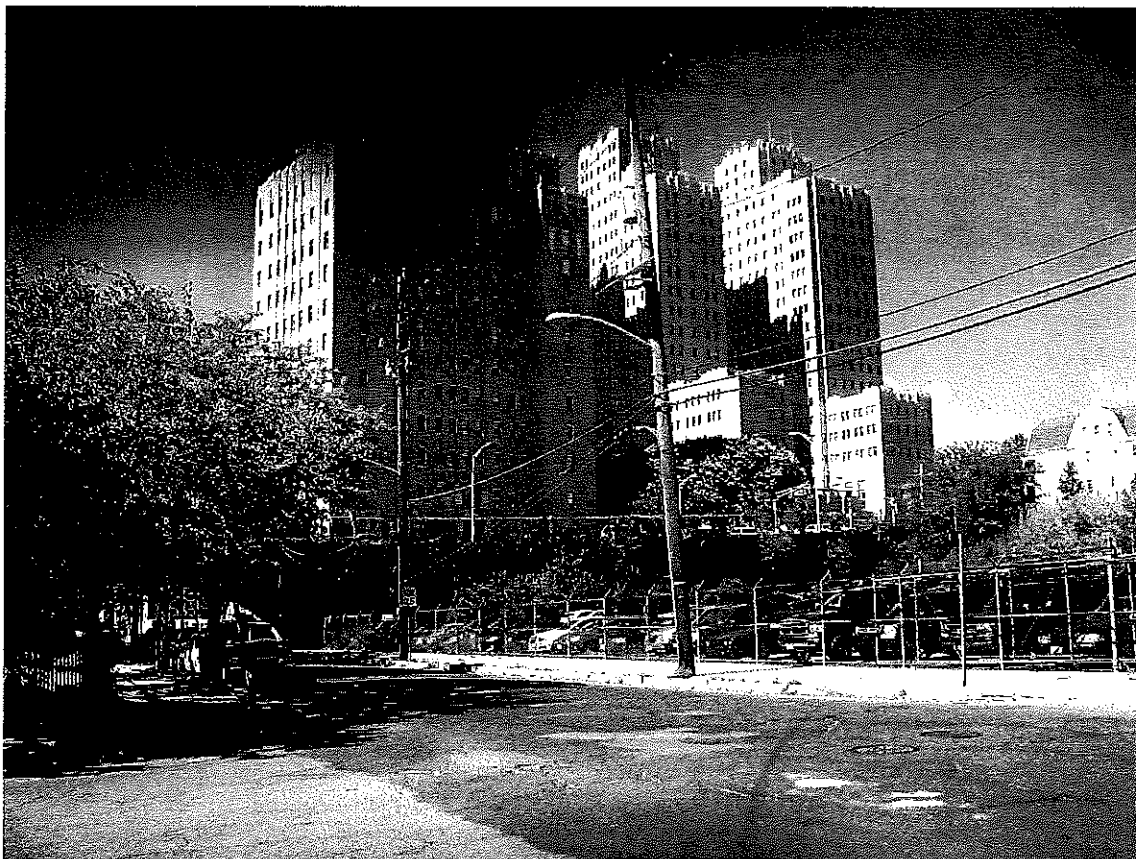


Cornelison Avenue

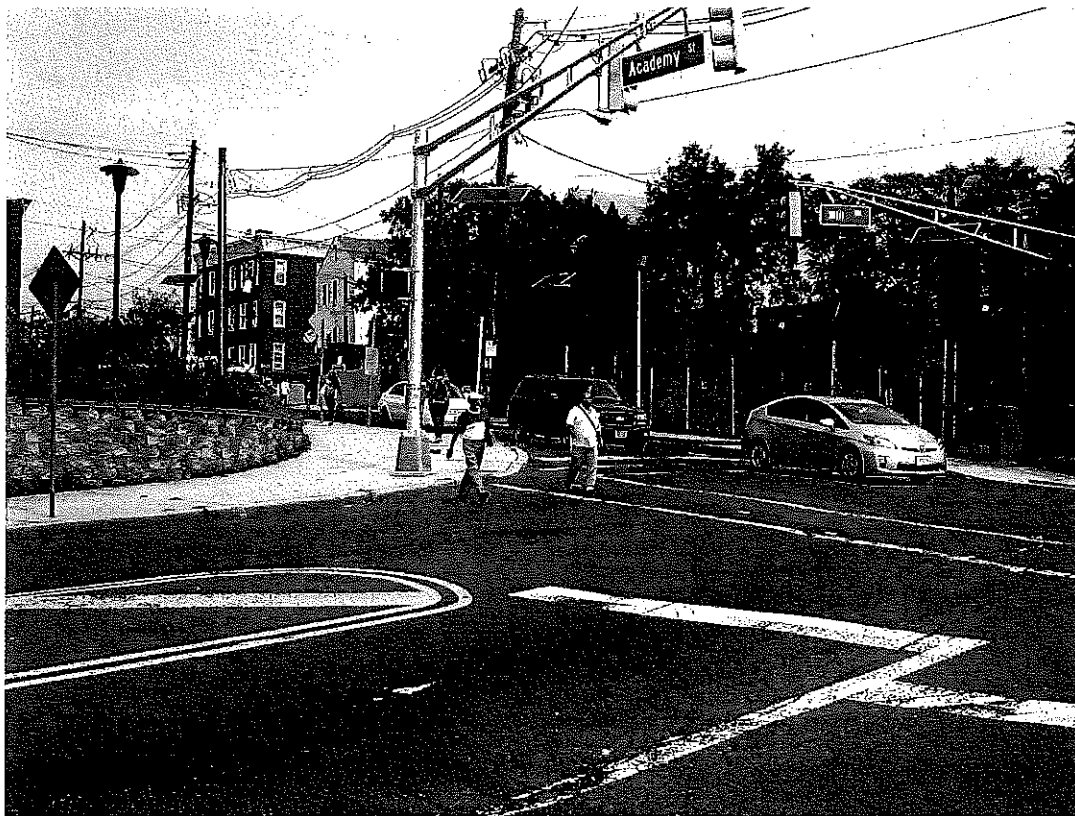


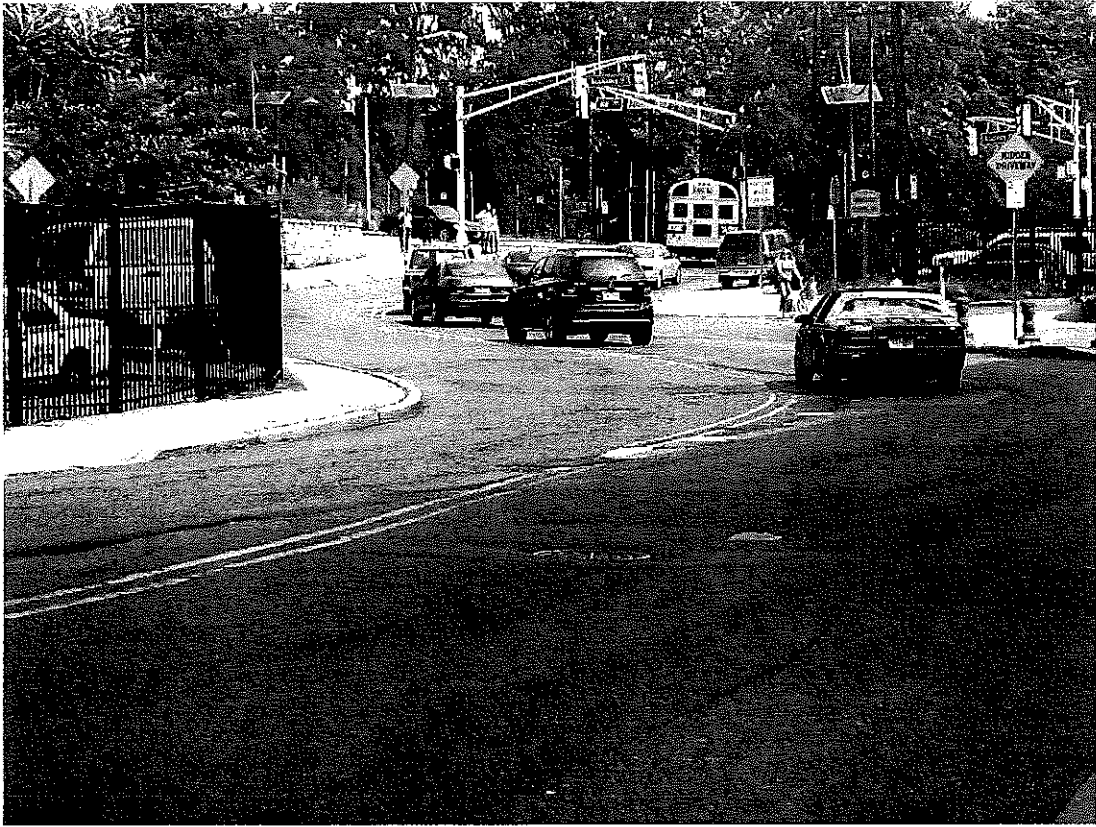






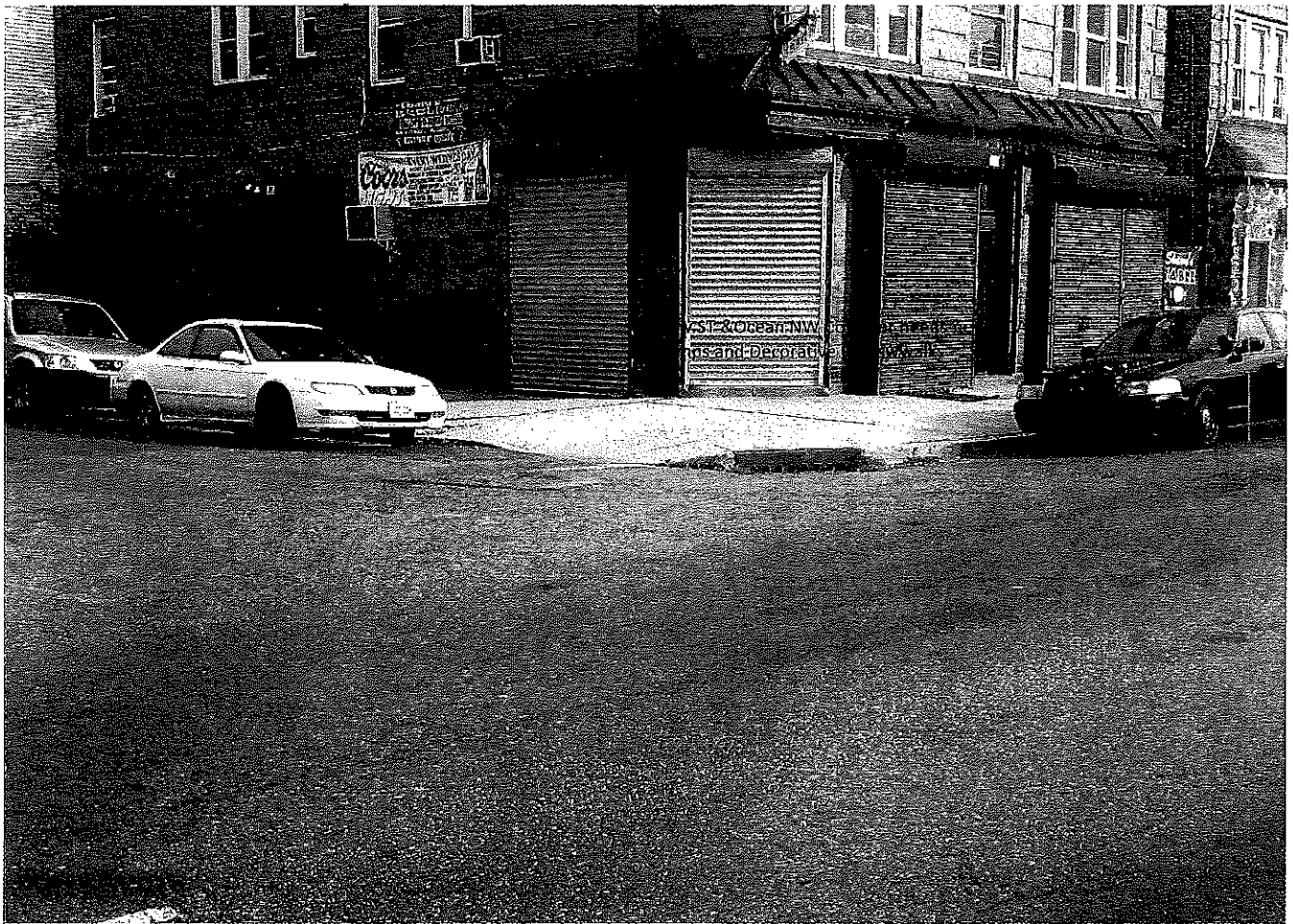
Mill Road



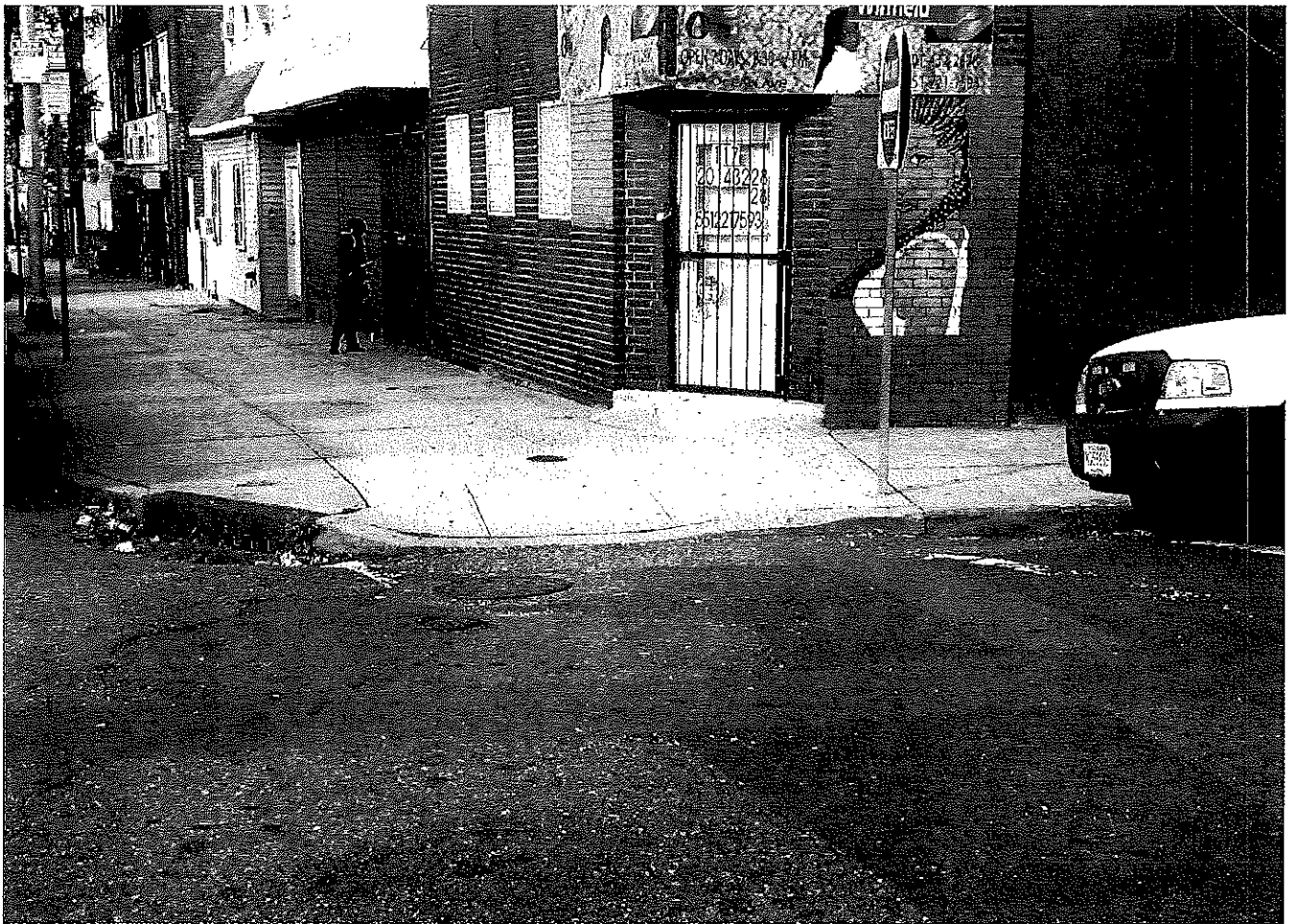


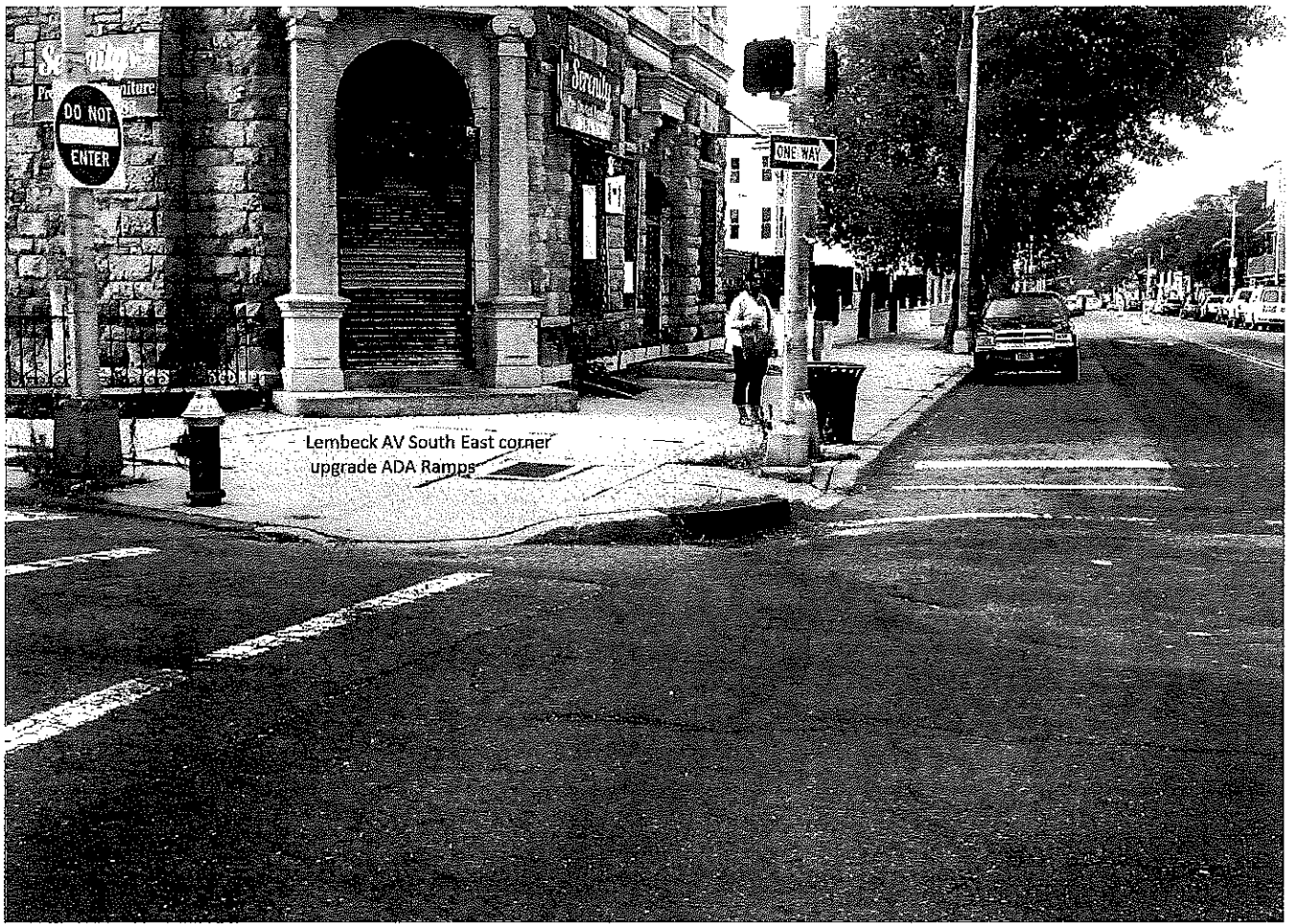
Wayne Street

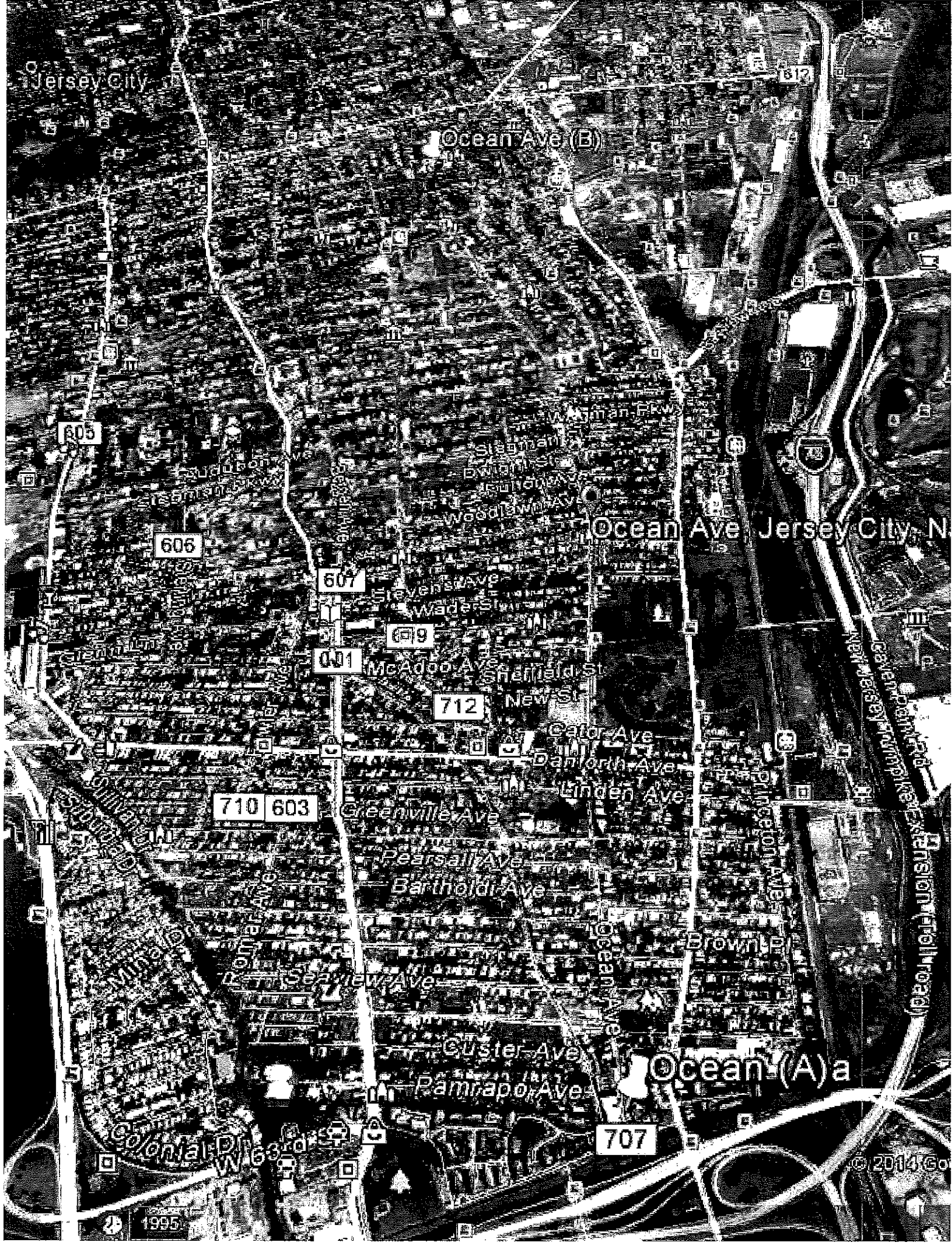


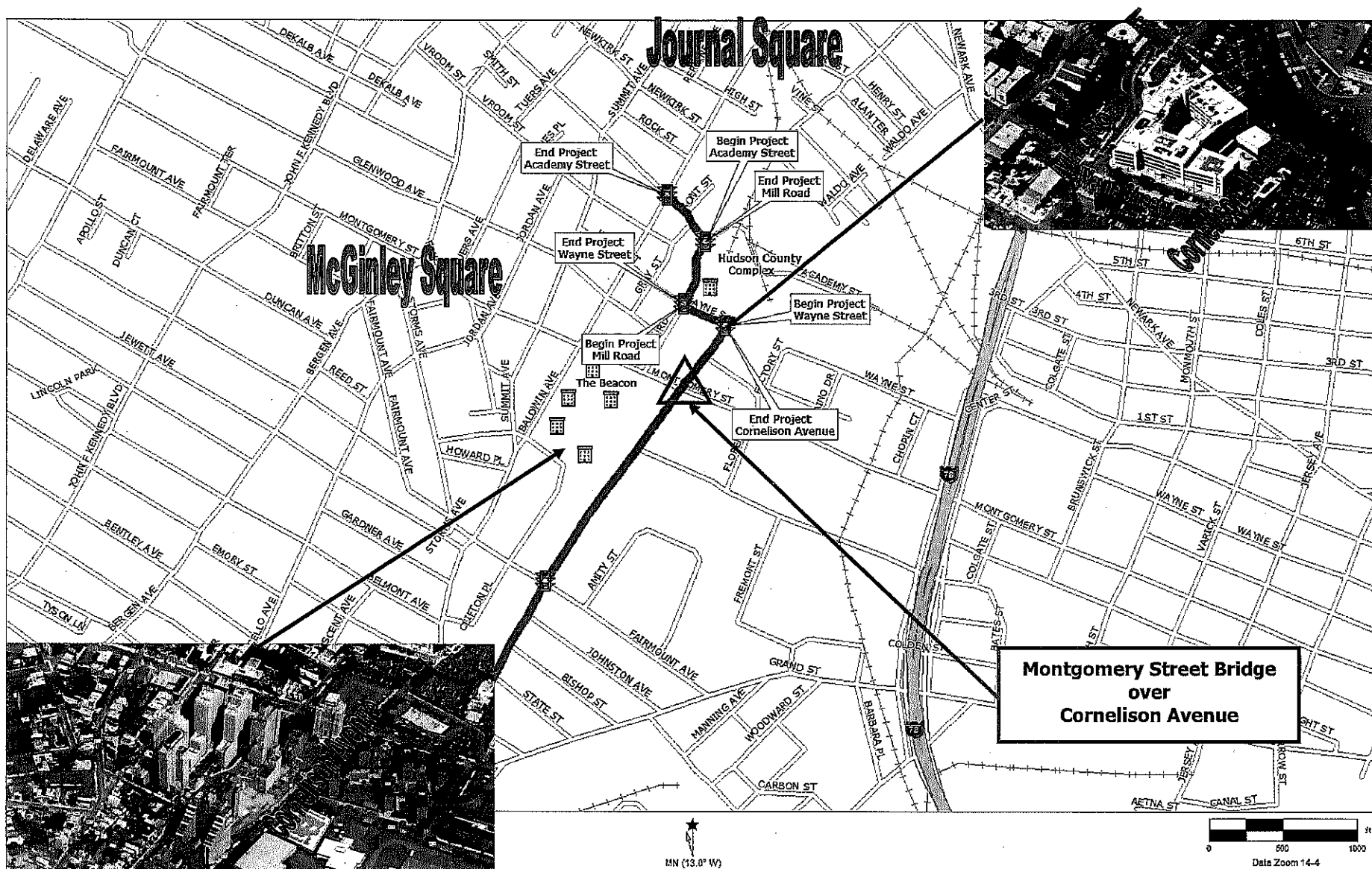


New ST & Ocean needs upgrading of
ADA Ramps & Signage, and
Decorative Crosswalks





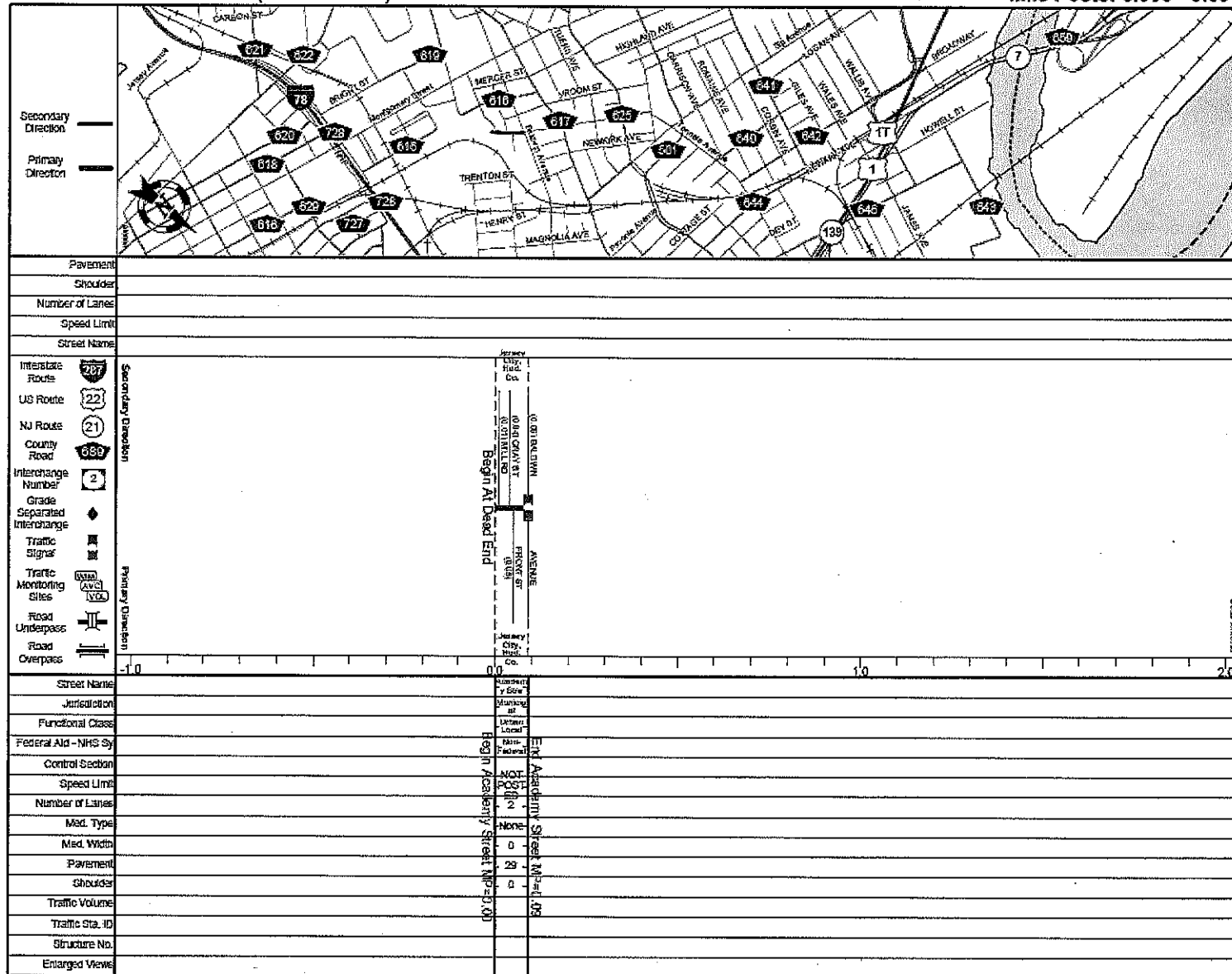




**Academy Street, Cornelison Avenue, Mill Road and Wayne Street - Jersey City
Project Location Map**

ACADEMY ST (East to West)

Mile Posts: 0.000 - 0.090



SRI = 09061558__

Date last inventoried: January 2001

Academy Street - Jersey City - NJDOT Straight Line Diagram

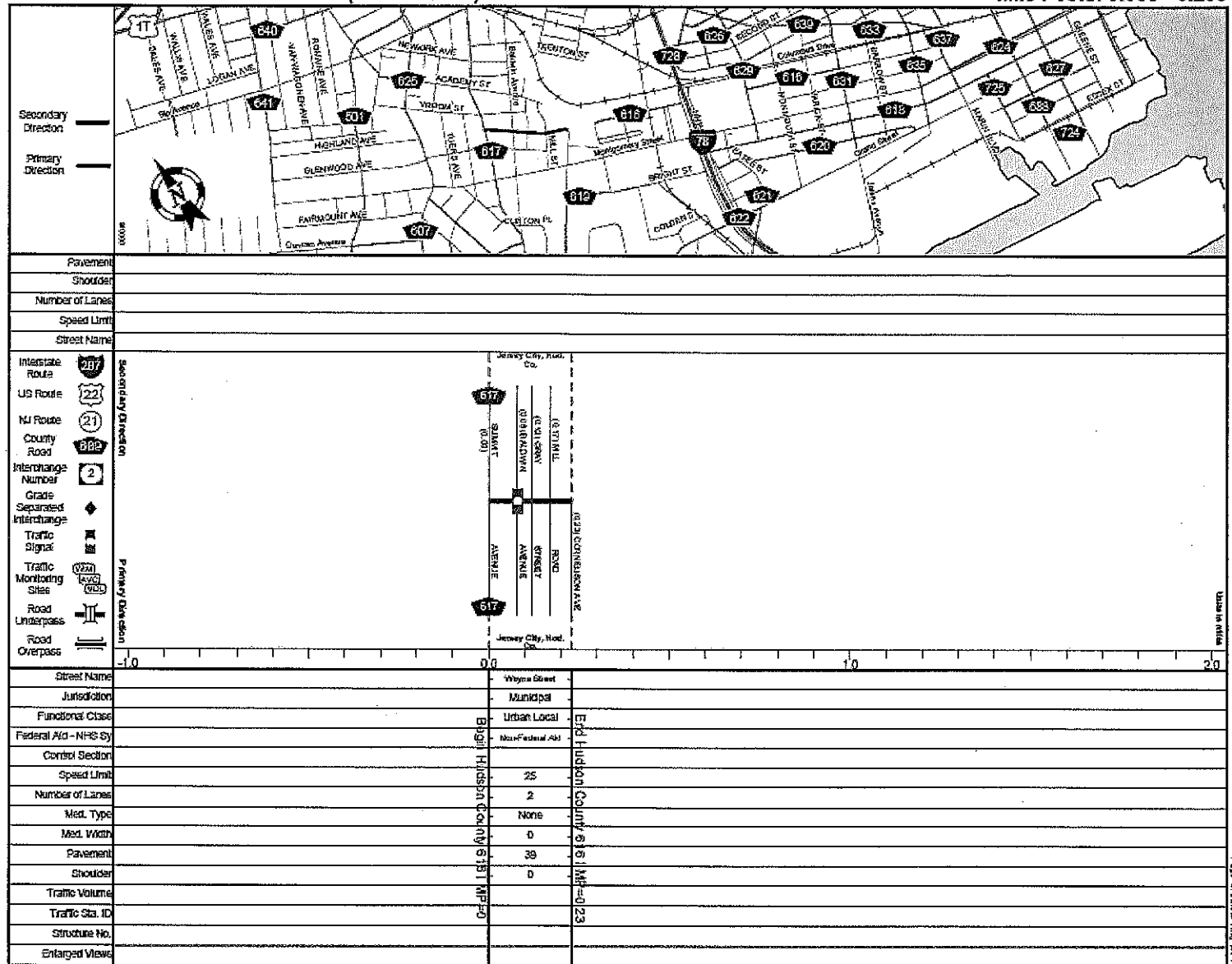
Mile Posts: 0.000 - 0.640

Date last inventoried: August 2000

Cornelison Avenue - Jersey City - NJDOT Straight Line Diagram

HUDSON COUNTY 616 I (West to East)

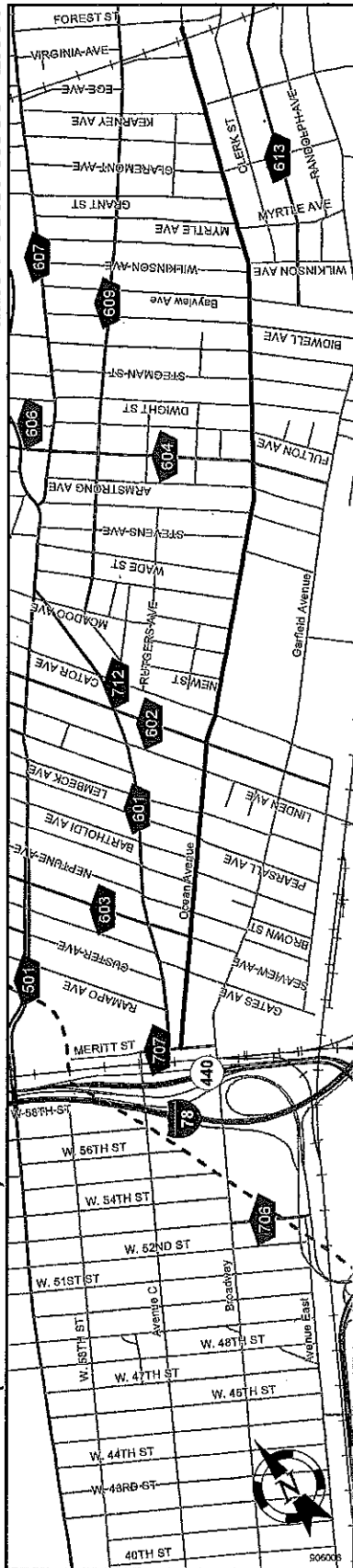
Mile Posts: 0.000 - 0.230



SRI = 090006161_

Date last inventoried: August 2000

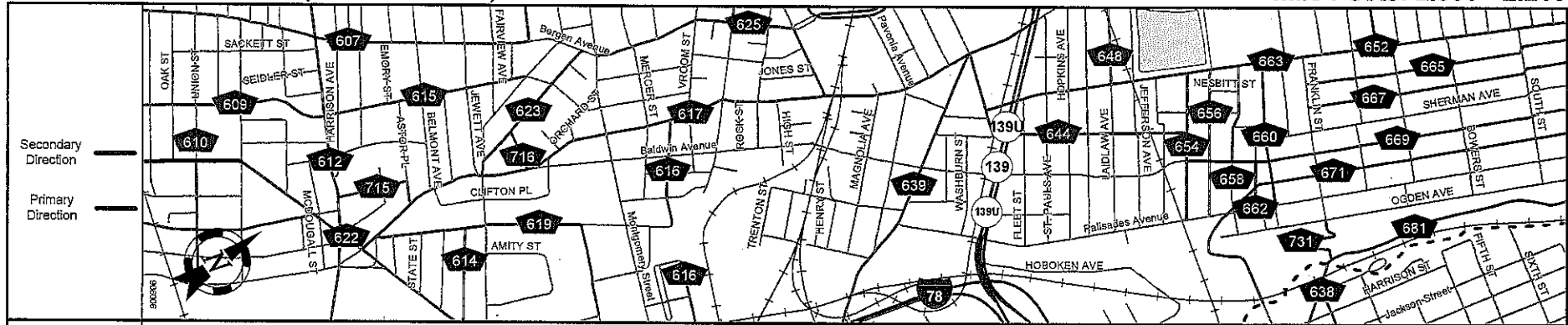
Mill Road and Wayne Street - Jersey City - NJDOT Straight Line Diagram



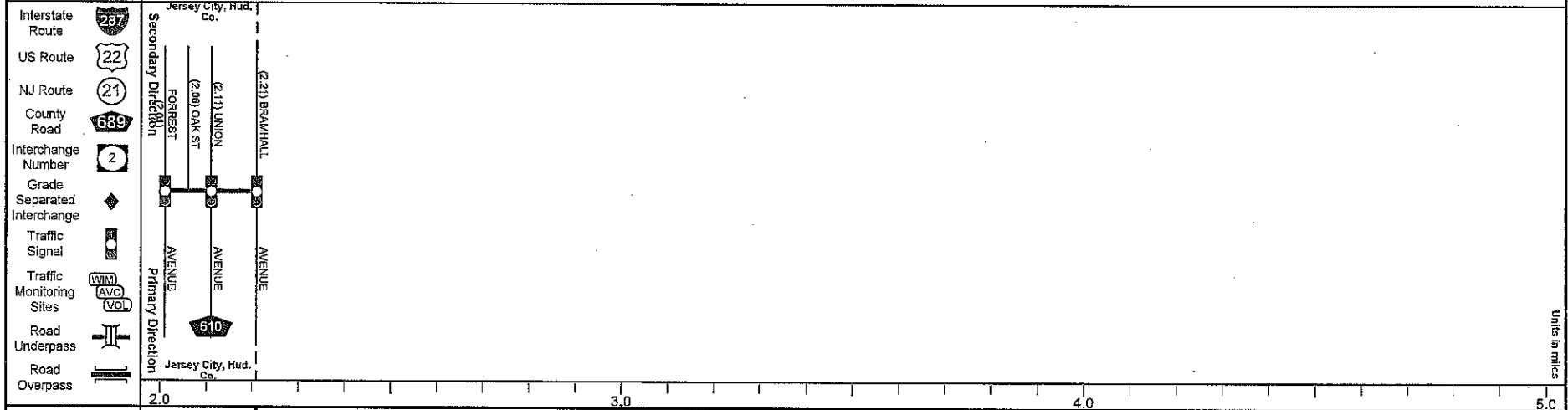
Secondary Direction		Primary Direction		Units in miles	

OCEAN AVE (South to North)

Mile Posts: 2.000 - 2.210



Pavement	
Shoulder	
Number of Lanes	
Speed Limit	
Street Name	



Street Name	Ocean Avenue
Jurisdiction	Municipal
Functional Class	Urban Minor Arterial
Federal Aid - NHS Sy	STP
Control Section	End Ocean Ave MP=2.21
Speed Limit	25
Number of Lanes	2
Med. Type	None
Med. Width	0
Pavement	35
Shoulder	0
Traffic Volume	
Traffic Sta. ID	
Structure No.	
Enlarged Views	

SRI = 09061545

Date last inventoried: August 2000



State of New Jersey

AUG 14 2014

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JOSEPH D. BERTONI
Acting Commissioner

KIM GUADAGNO
Lt. Governor

August 11, 2014

Dear Mayor/Freeholder Director/County Executive:

I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) FY 2015 State Aid programs. The Commissioner of Transportation and I are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives.

The following is a brief description of each program:

- **Municipal Aid** - This program has been a significant resource for municipalities in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities. NJDOT has set a goal to award up to 10 percent of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within 1/2 mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>.
- **Bikeways** - This program is intended to fund bicycle projects. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 2,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.
- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities in order to promote increased usage of transit by all segments of the population.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at:

<http://www.state.nj.us/transportation/business/localaid/stateaid.shtml>

If you choose to apply, please consider the following in your applications. NJDOT requires grant projects to be delivered to construction award within twenty-four months of grant agreement execution. Please provide background information in the application to support your project's construction readiness. This information will be a factor in our rating of applications.

I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. Please keep in mind that a separate application for each project must be completed and submitted on or before October 14, 2014 on-line through SAGE at:

<https://enterprisegrantapps.state.nj.us/NJSAGE/>

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Thank you for your continued interest and support of NJDOT and best wishes for success with your project applications.

Sincerely,



Chris Christie
Governor

Enclosure

c Municipal Clerk
Municipal Engineer
County Engineer



New Jersey Department of Transportation Local Aid and Economic Development

District 1

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
973.601.6700
FAX: 973.601.6709

District 4

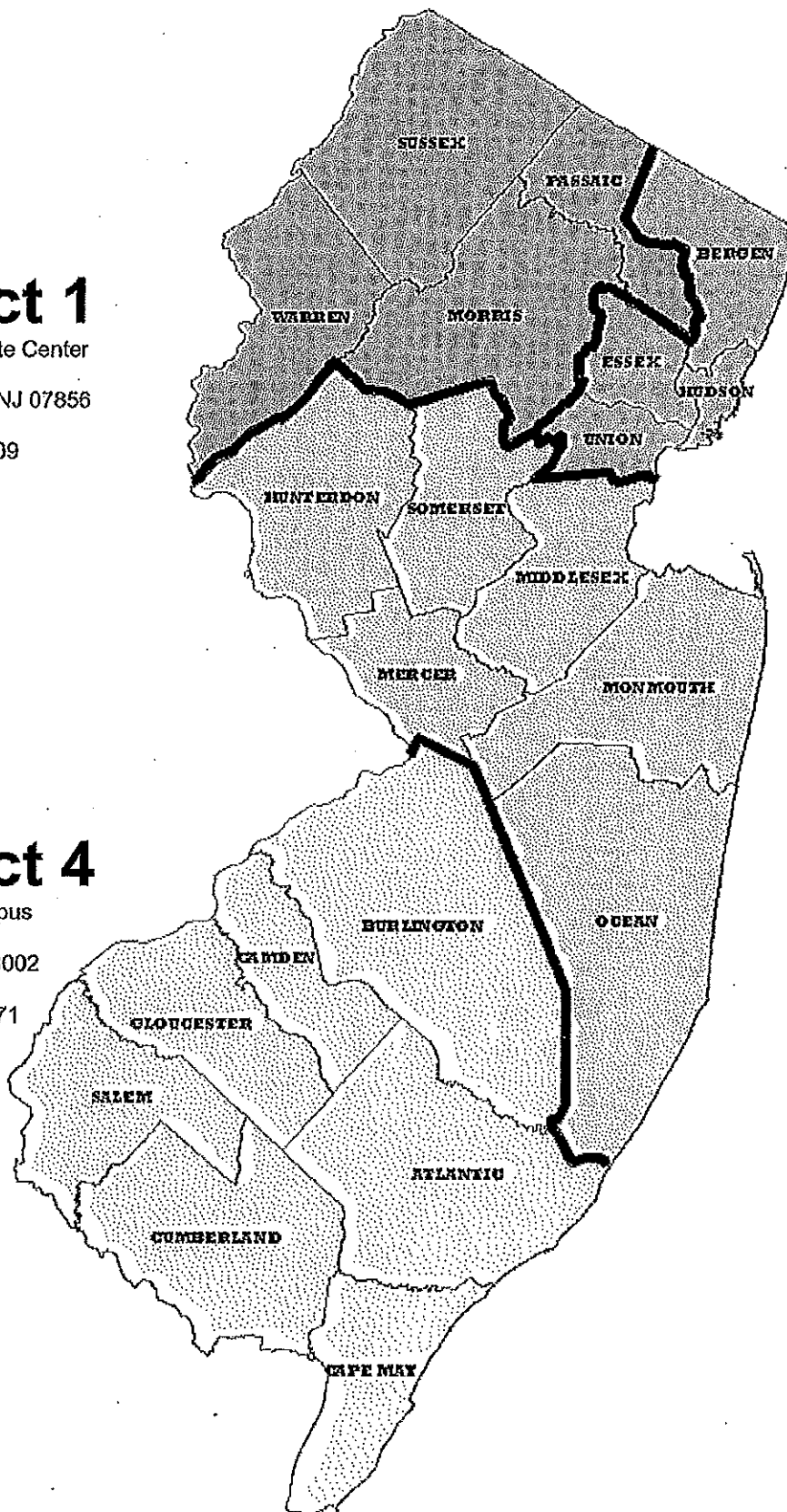
1 Executive Campus
Route 70 West
Cherry Hill, NJ 08002
856.486.6618
FAX: 856.486.6771

District 2

153 Halsey Street, 5th Floor
Newark, NJ 07102
973.877.1500
FAX: 973.648-4547

District 3

1035 Parkway Ave
Trenton, NJ 08625
732.625.4290
FAX: 732.625.4292



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.689

Agenda No. 10.K

Approved: OCT 22 2014



TITLE:

RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION 2015 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant applications for the 2015 Safe Streets to Transit Program that must be submitted through the System for Administering Grants Electronically (SAGE) on or before October 14, 2015; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Architecture, Engineering, Traffic and Transportation has prepared an application identified as SST-2015-Liberty State Park NJ Transit HBLRT Station-Pedestrian Safety Improvements-00009; and

WHEREAS, the City is requesting funding from NJDOT for Pedestrian Safety Improvements at the Liberty State Park NJ Transit Hudson Bergen Light Rail (HBLRT) Station; and

WHEREAS, the City of Jersey City agrees that it shall be required to appropriate capital funds for state non-participating items such as police salary hours and/or other ineligible cost of the project; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the pedestrian safety improvements;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as SST-2015-Liberty State Park NJ Transit HBLRT Station Pedestrian Safety Improvements-00009 to the New Jersey Department of Transportation on behalf of the City of Jersey City.

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

TITLE:

**RESOLUTION APPROVING THE SUBMISSION OF A GRANT
APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
2015 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF
JERSEY CITY**

Certified as a true copy of the Resolution adopted by Council,
On this _____ day of _____, 2014

City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne_____
Presiding Officer
Steven M. Fulop, Mayor of Jersey City

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION AND
THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION 2015 SAFE STREETS TO TRANSIT
PROGRAM FOR THE CITY OF JERSEY CITY**

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transp.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Resolution approving a grant application and the execution of a grant agreement with NJDOT for the annual state aid to municipalities for the 2015 Safe Streets to Transit program to make pedestrian safety improvements to the Liberty State Park NJ Transit Hudson Bergen Light Rail Station between Communipaw and Johnston Avenues.

Cost (Identify all sources and amounts)

GRANT APPLICATION	TOTAL REQUEST	\$250,000.00

Contract term (include all proposed renewals)

Once approved, the City will have 18 months to design and award the construction contract.

Type of award

If "Other Exception", enter type

Additional Information

The area proposed serves as major transportation route for commuters, motorists, and pedestrians to access the NJ Transit buses and Hudson Bergen Light Rail Transit. It is also a heavily used Park & Ride station stop. The existing infrastructure shows significant wear and deterioration including cracked concrete sidewalks, spalled curbs, faded lane striping and roadway symbols, and cracked pavement. The concrete sidewalk that serves as a platform for NJ Transit ticket booth and shelters shows major longitudinal cracks and uneven surfaces. Most of the existing curb ramps adjacent to the NJ Transit facilities lack a detectable warning surface. The proposed project will address the need for safety enhancements for pedestrian access to transit stops, provide upgrade of traffic control devices and lighting that benefits pedestrians provide intersection safety improvements, and facilitate traffic calming measures. The scope of the proposed project includes reconstruction of damaged concrete curbs and sidewalks construction of ADA compliant handicap ramps, replacement of existing pavement at crosswalks and re-striping of crosswalks, improvements to street lighting, installation of new regulatory signs, thermoplastic lane striping and traffic symbols for bus stops, railroad crossings and other associated work.

I certify that all the facts presented herein are accurate.


Robert Kakoleski, Business Administrator
Department Director

10/14/14
Date



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 10, 2014

TO : Rolando R. Lavarro, Council President and
Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director *BFW*

SUBJECT : **Application to NJDOT – 2015 Safe Streets to Transit Program
for Pedestrian Safety Improvements at the Liberty State Park
NJ Transit Hudson-Bergen Light Rail Transit (HBLRT) Station**

Attached for your consideration is a resolution approving the submission of the 2015 Safe Streets to Transit Program application and the execution of a grant agreement with NJDOT for the Pedestrian Safety Improvements to the Liberty State Park NJ Transit HBLRT Station. The Liberty State Park HBLRT Station opened in 2000 and is located between Johnston Avenue and Communipaw Avenue. The primary goal is to satisfy the purpose of the grant program by making improvements to the overall safety and accessibility for mass transit riders walking to transit facilities.

The City's 2015-SST application is requesting \$250,000.00 for the proposed project. The limits and scope of project will be determined by the availability of funds from the NJDOT. As pedestrian safety continues to be of primary importance to the City and its residents, we respectfully ask for your continued support of applications for state aid program. Please contact my office at extension 5900 should you have any questions or need additional information.

C: Robert Byrne, City Clerk
Robert Kakoleski, Business Administrator
Donna Mauer, Chief Financial Officer
Stanley Huang, Municipal Engineer
Joao D'Souza, Traffic Director
Dawn Odom, Supervising Administrative Analyst

Safe Streets to Transit – Liberty State Park HBLRT | 2015 Station – Pedestrian Safety Improvements

Pedestrian safety at the Liberty State Park / NJ Transit Hudson Bergen Light Rail Transit (HBLRT) Station is of primary importance to the City of Jersey City. Pedestrian safety improvements are vital to the quality of life, the continued growth and development of this transportation hub.

The Liberty State Park HBLRT Station opened in 2000 and is located between Johnston Avenue and Communipaw Avenue. Northbound service from the station is available to Hoboken Terminal and Tonelle Avenue (US 1&9) in North Bergen. Southbound service is available to terminals at West Side Avenue in Jersey City or 8th Street in the City of Bayonne. Connections are available to the PATH trains to New York City, Newark, and to the NJ Transit commuter train services available at the Hoboken Terminal. It's a premiere Destination, Jersey City location for visitors to the Liberty State Park Science Center, Liberty State Park, and the waterways to the Statue of Liberty, Ellis Island, and the Liberty Park Marina. Many of children from the area schools can easily walk to and from Liberty Science Center and especially Liberty State Park. A map illustrating the project site to these venues is attached to the application.

The area proposed serves as major transportation route for commuters, motorists, and pedestrians to access the NJ Transit buses and Hudson Bergen Light Rail Transit. It is also a heavily used Park & Ride station stop. The existing infrastructure shows significant wear and deterioration including cracked concrete sidewalks, spalled curbs, faded lane striping and roadway symbols, and cracked pavement. The concrete sidewalk that serves as a platform for NJ Transit ticket booth and shelters shows major longitudinal cracks and uneven surfaces. Most of the existing curb ramps adjacent to the NJ Transit facilities lack a detectable warning surface. The proposed project will address the need for safety enhancements for pedestrian access to transit stops, provide upgrade of traffic control devices and lighting that benefits pedestrians provide intersection safety improvements, and facilitate traffic calming measures.

The scope of the proposed project includes reconstruction of damaged concrete curbs and sidewalks construction of ADA compliant handicap ramps, replacement of existing pavement at crosswalks and re-striping of crosswalks, improvements to street lighting, installation of new regulatory signs, thermoplastic lane striping and traffic symbols for bus stops, railroad crossings and other associated work.

Other projects in the area that have been completed or recently funded in order to improve safety for both vehicular and pedestrian traffic are the following:

- Wilson Street Pedestrian Safety Improvements

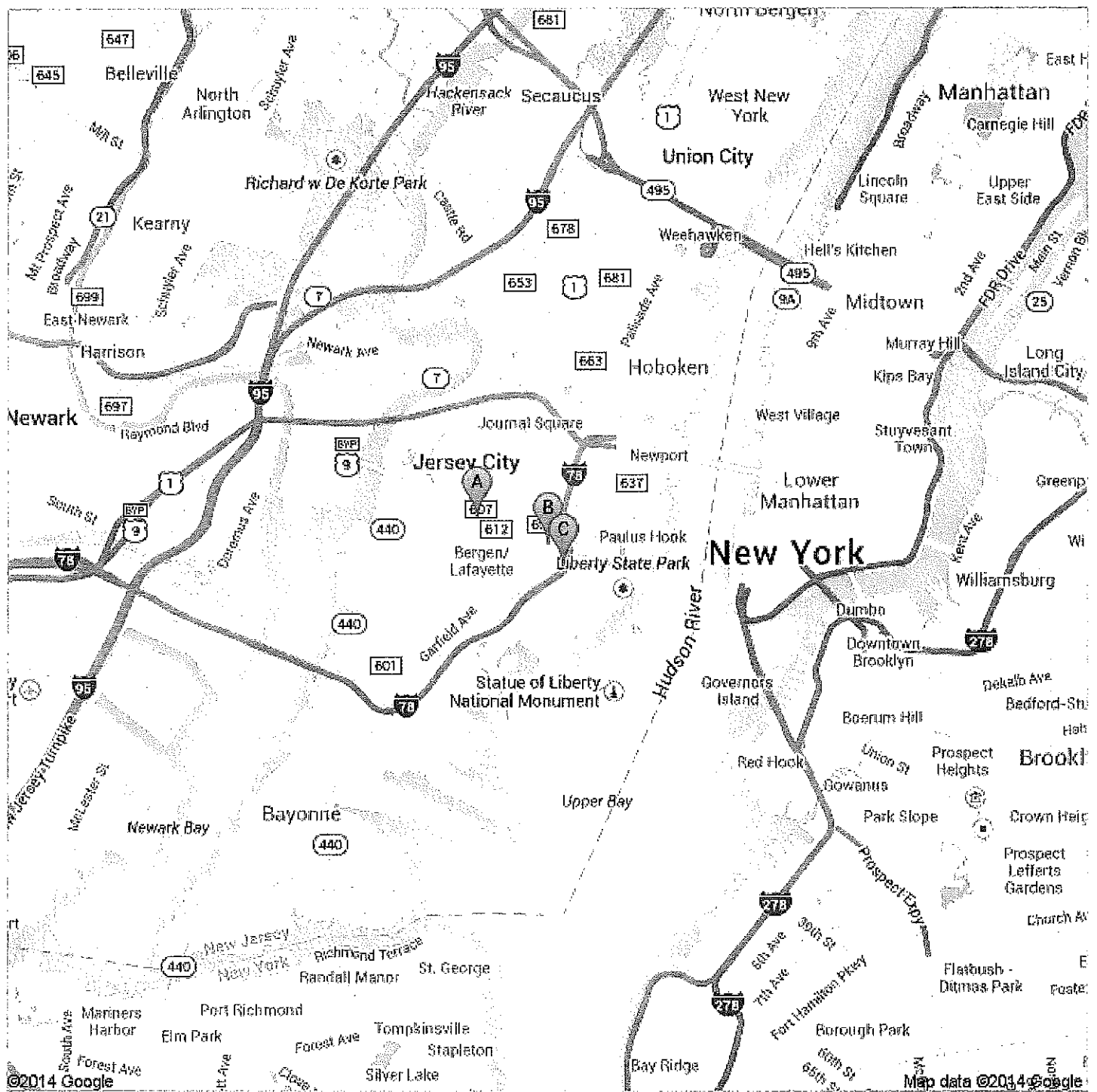
- Burma Street and Phillips Street Resurfacing

- Destination: Jersey City Phase, 1, 2, 3

- Jersey City Boulevard & Phillips Street Intersection Improvement

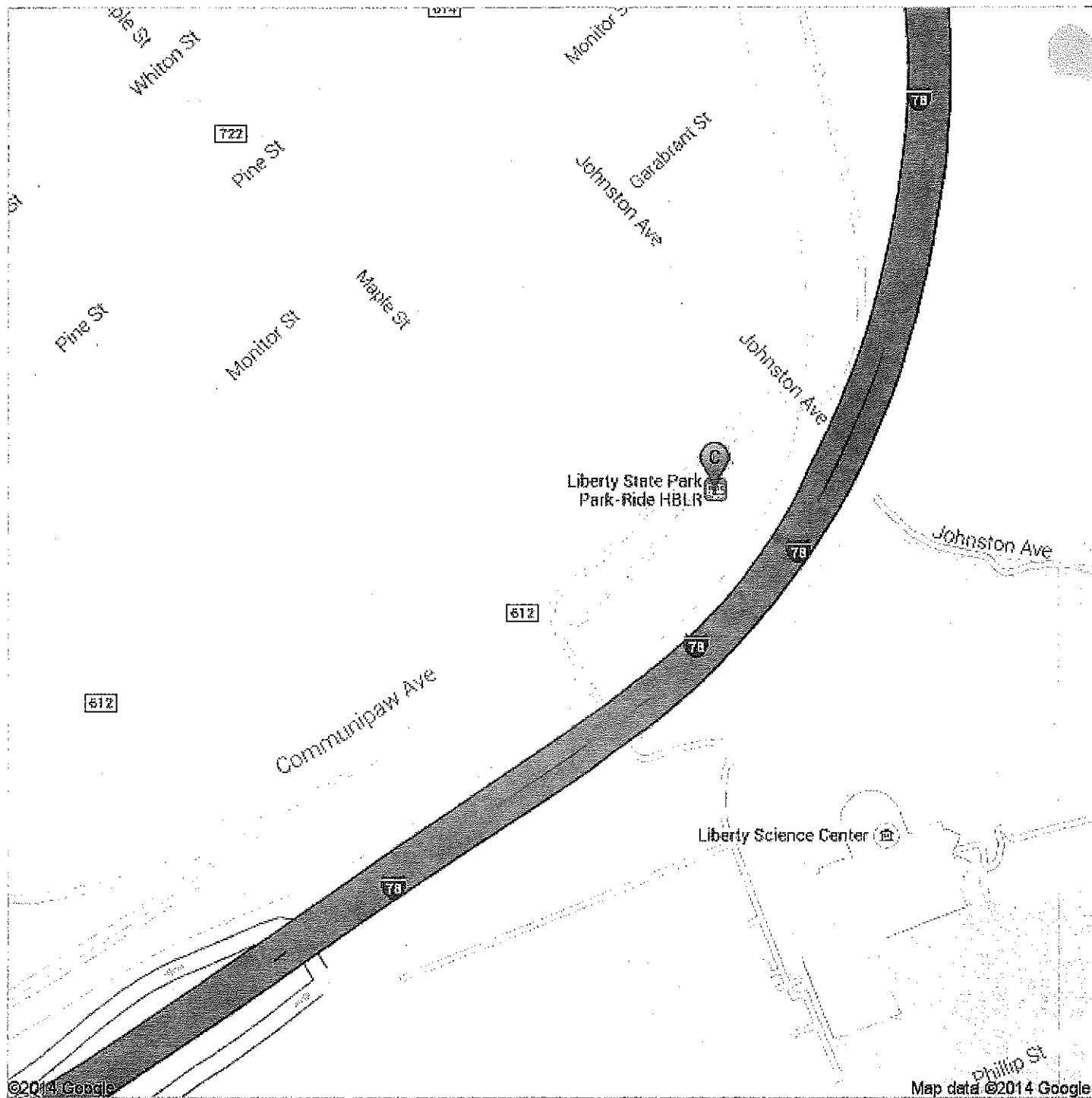
- Phillip Street Sidewalks at Liberty Science Center

Google

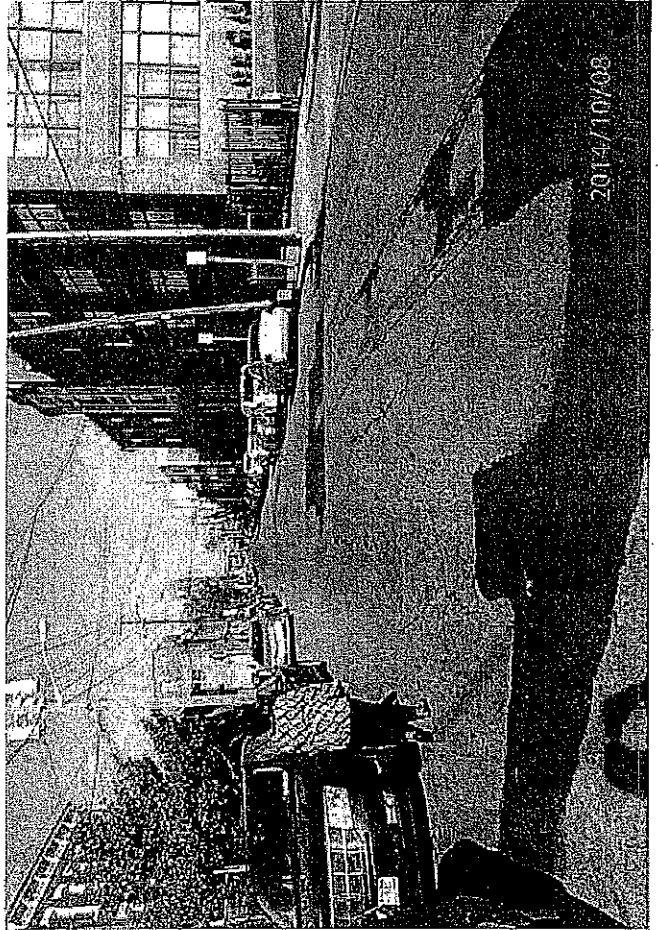
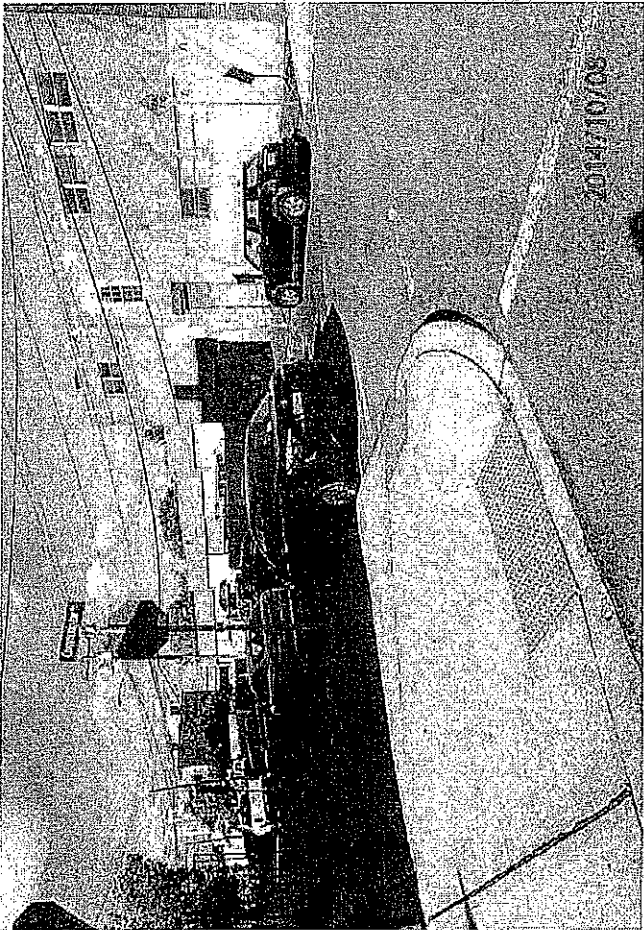
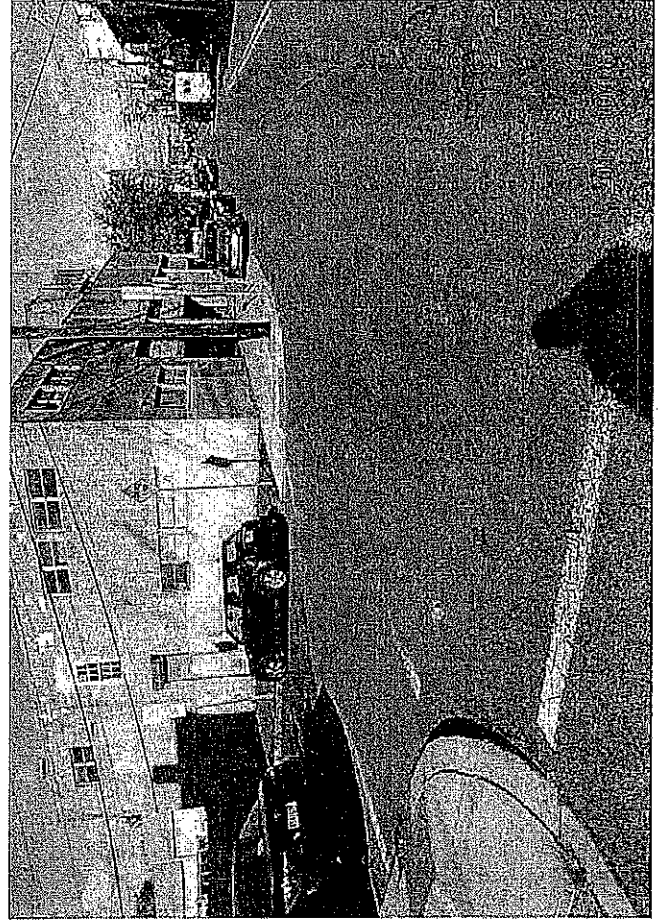
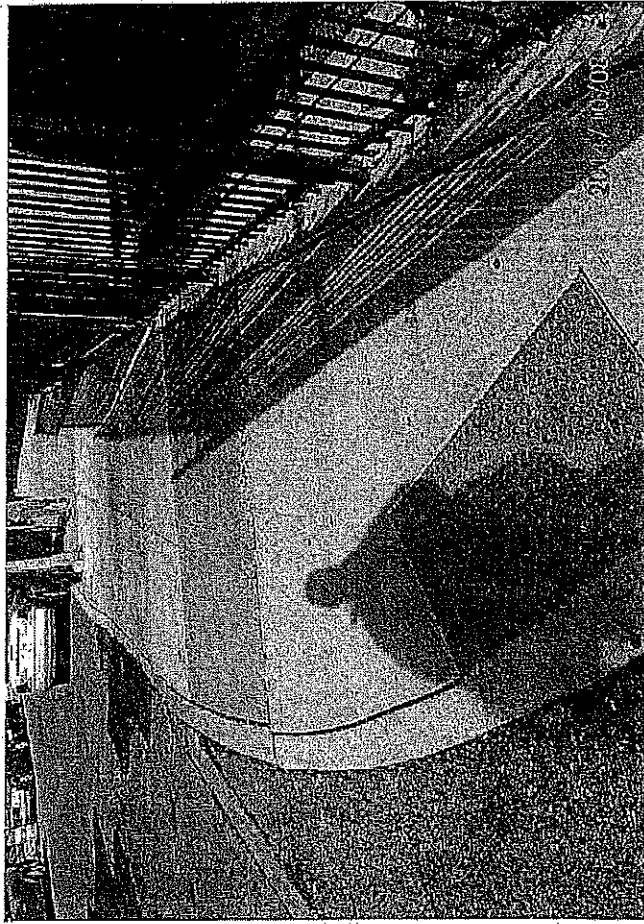


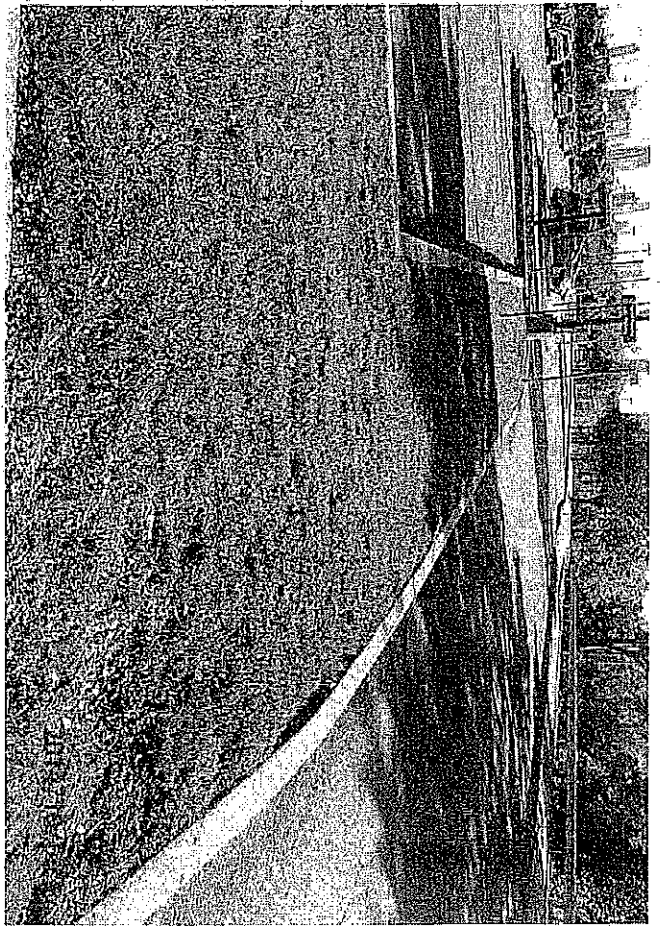
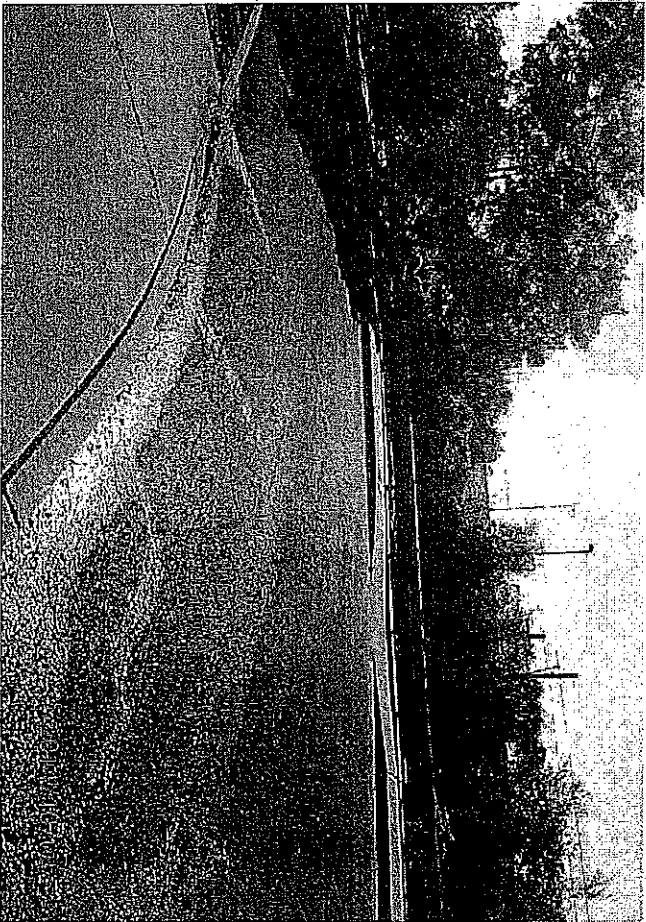
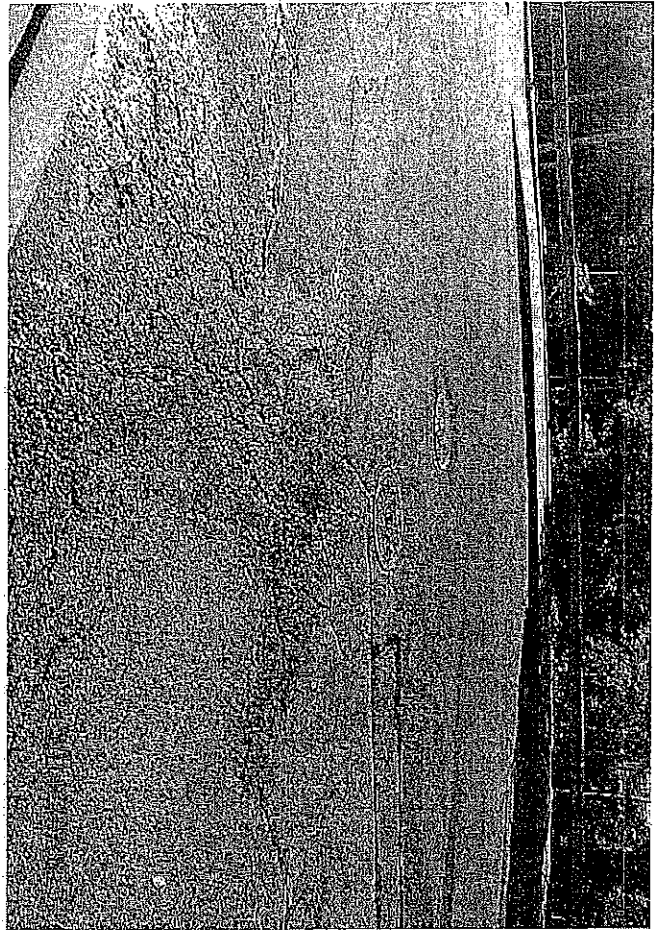
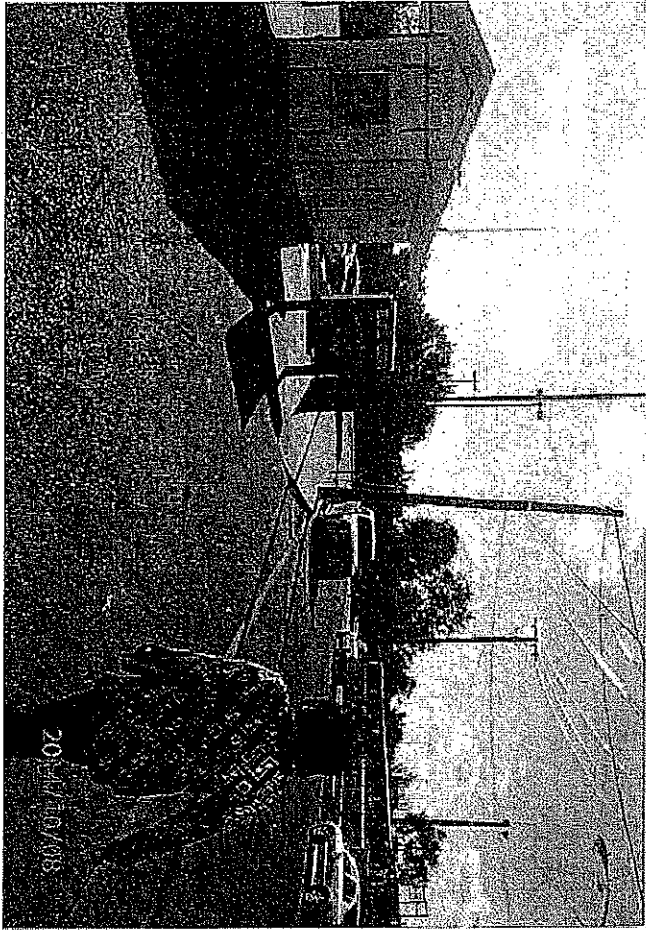
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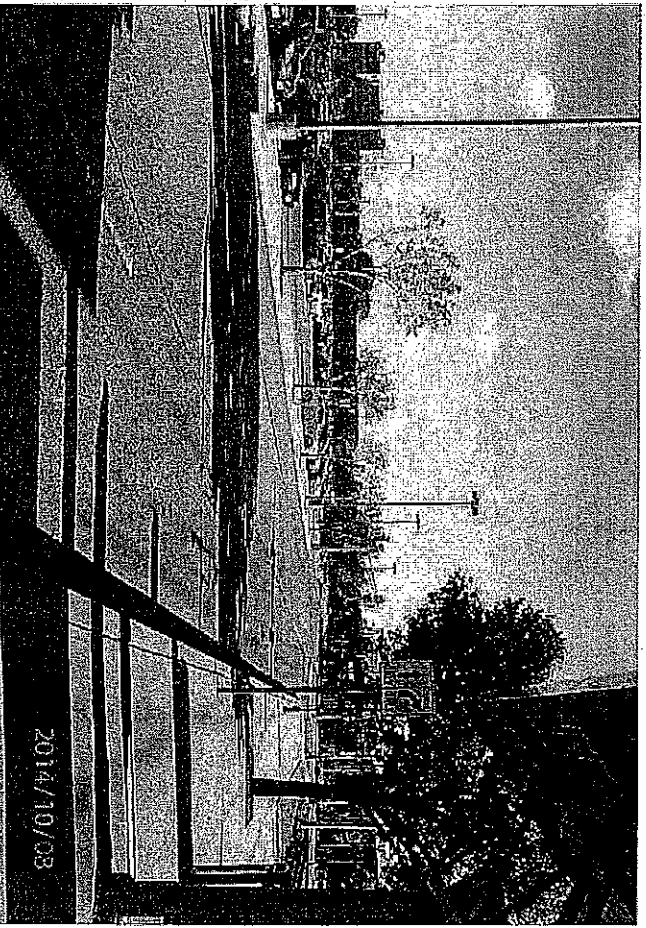
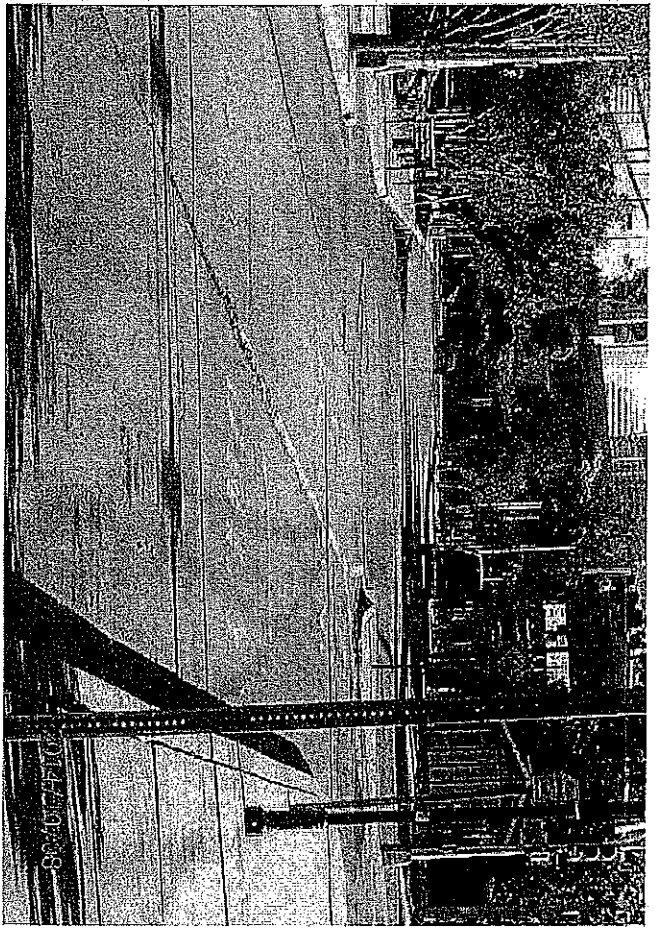
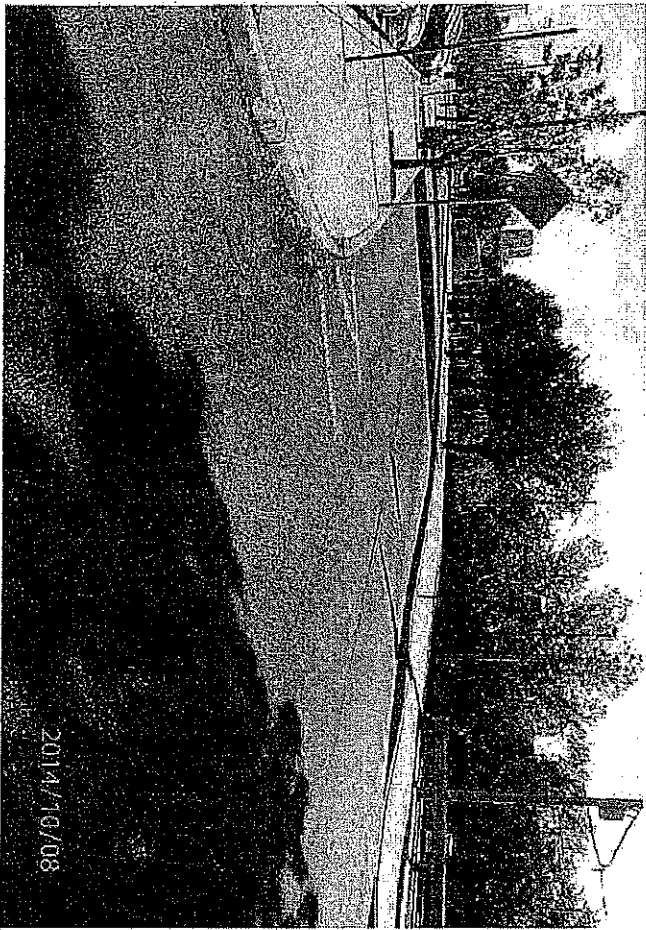
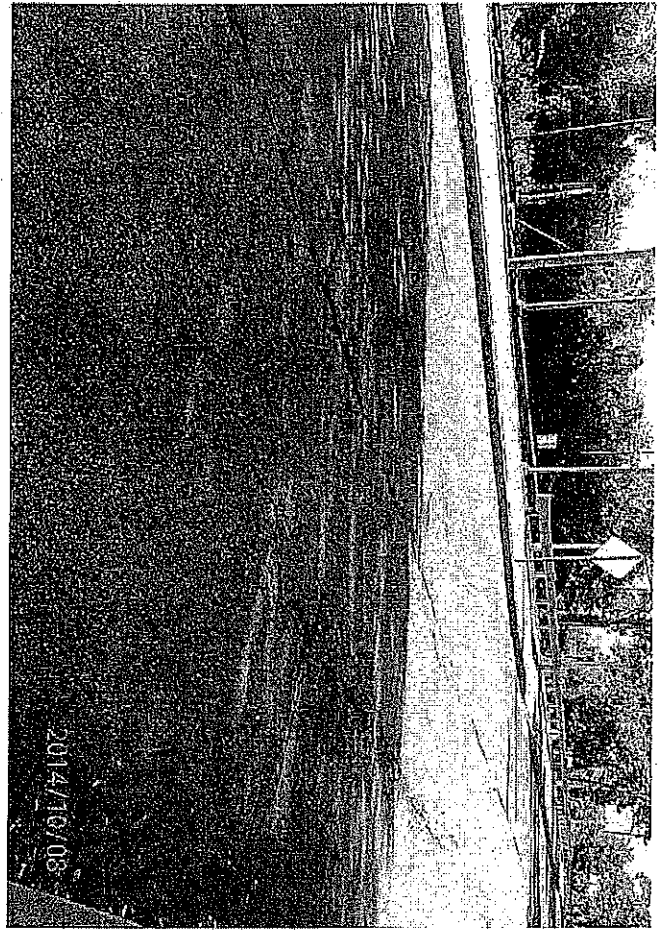
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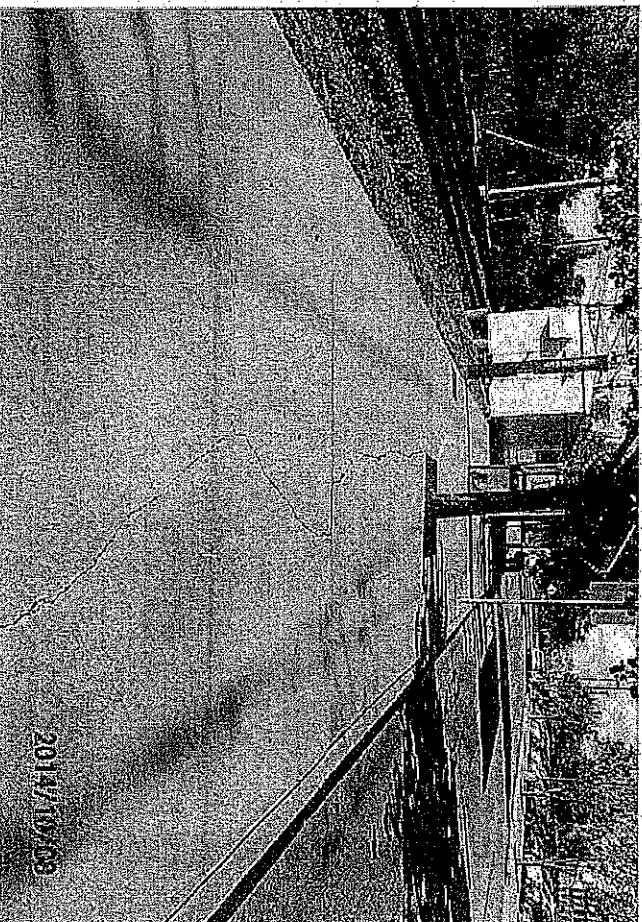
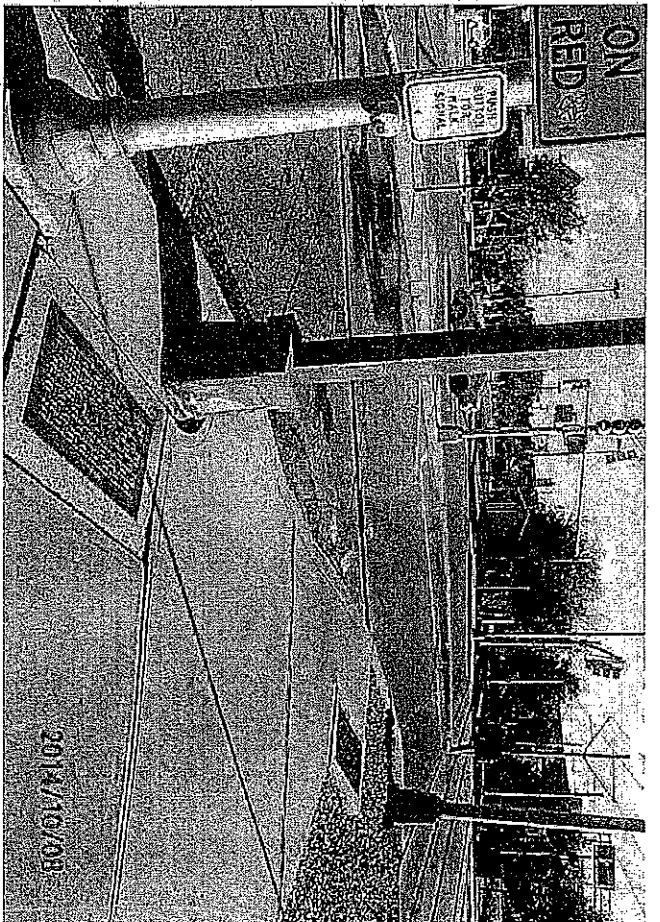
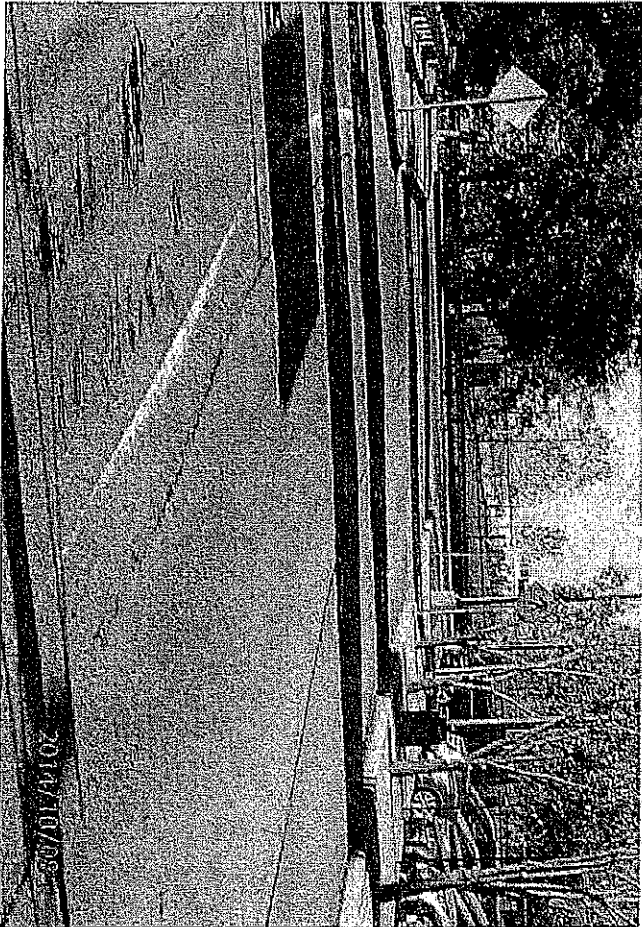
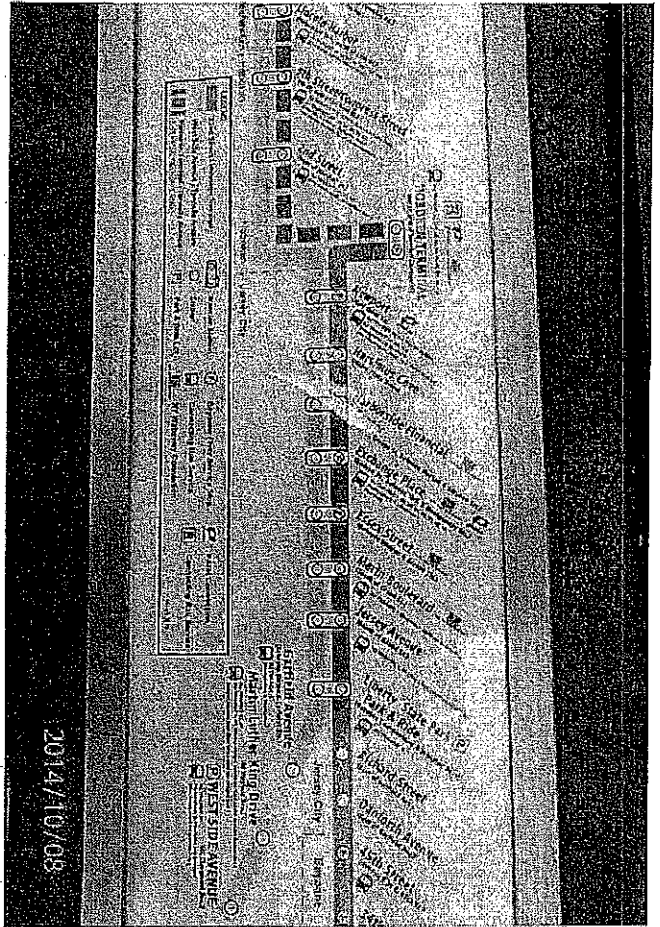


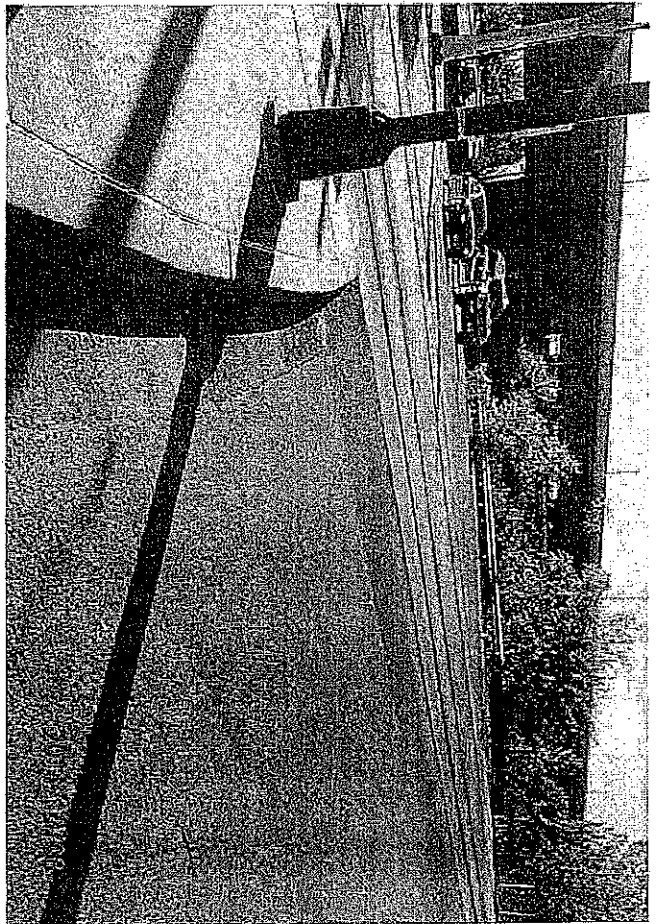
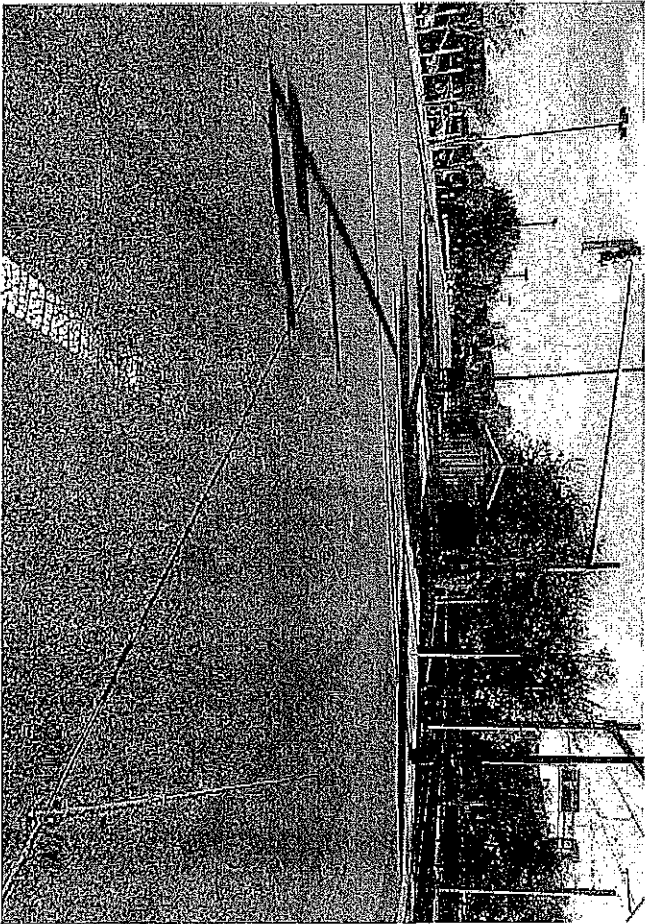
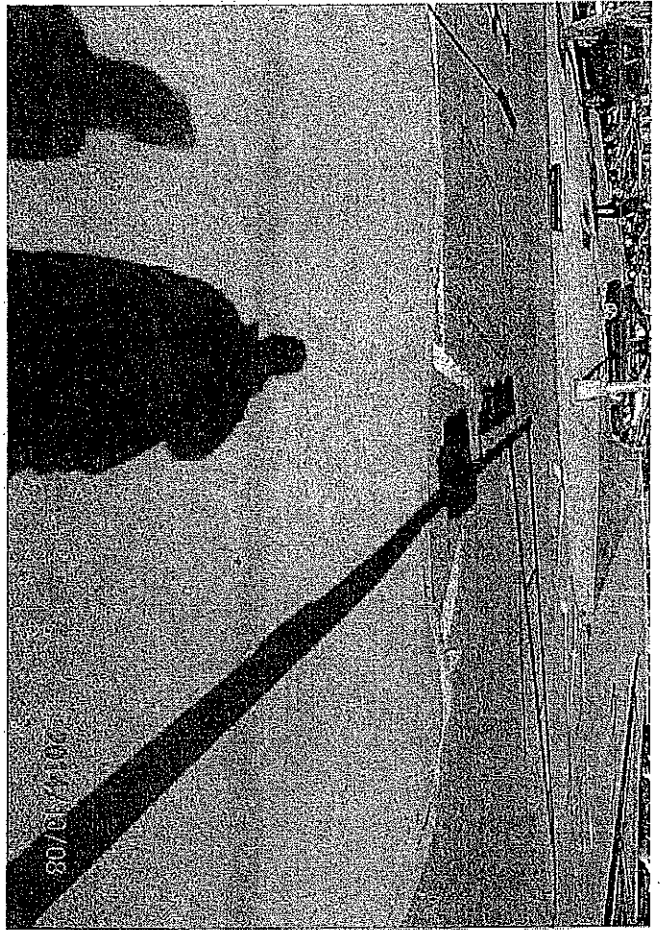
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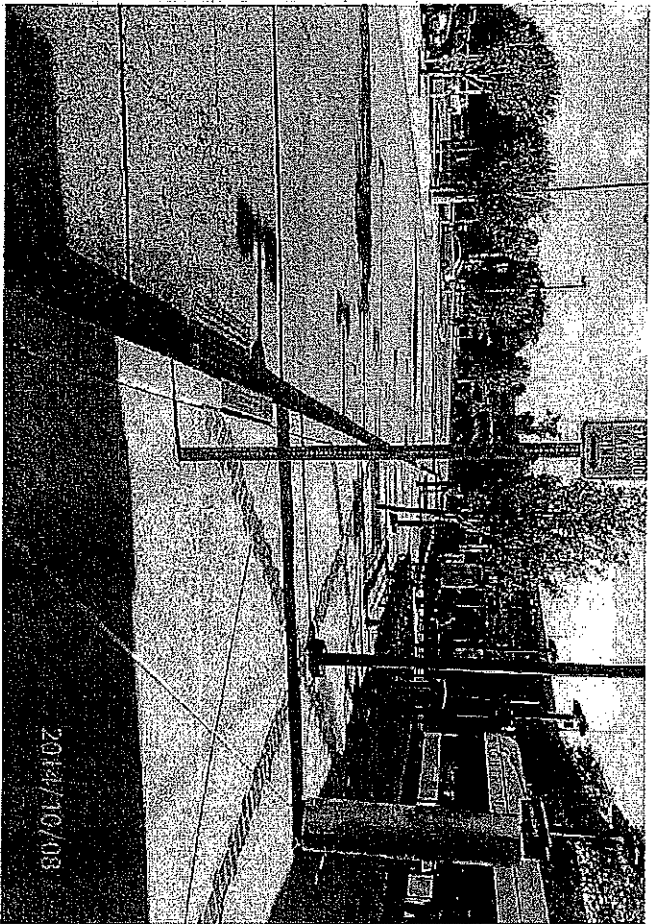
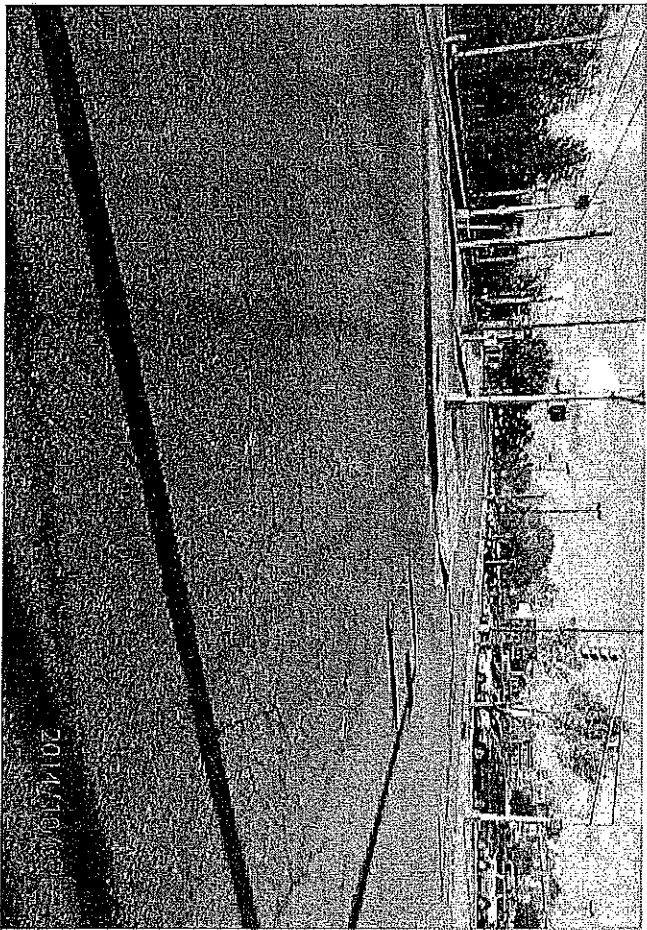
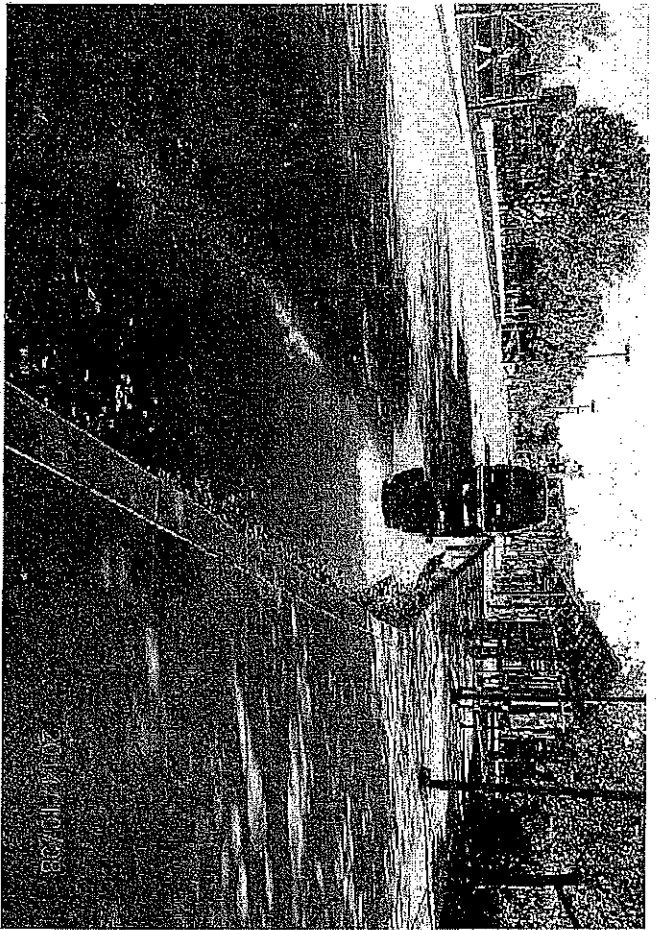


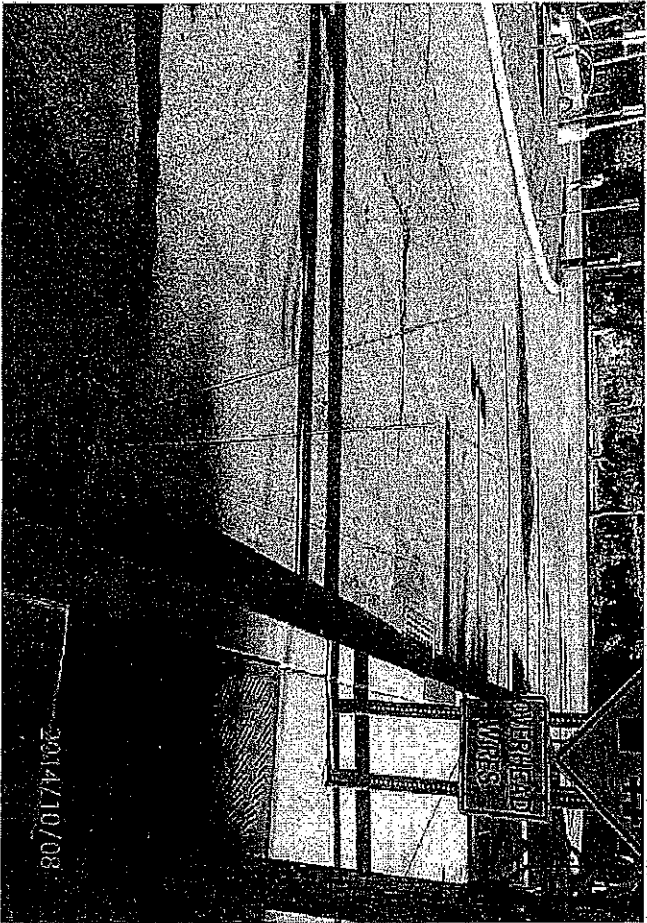
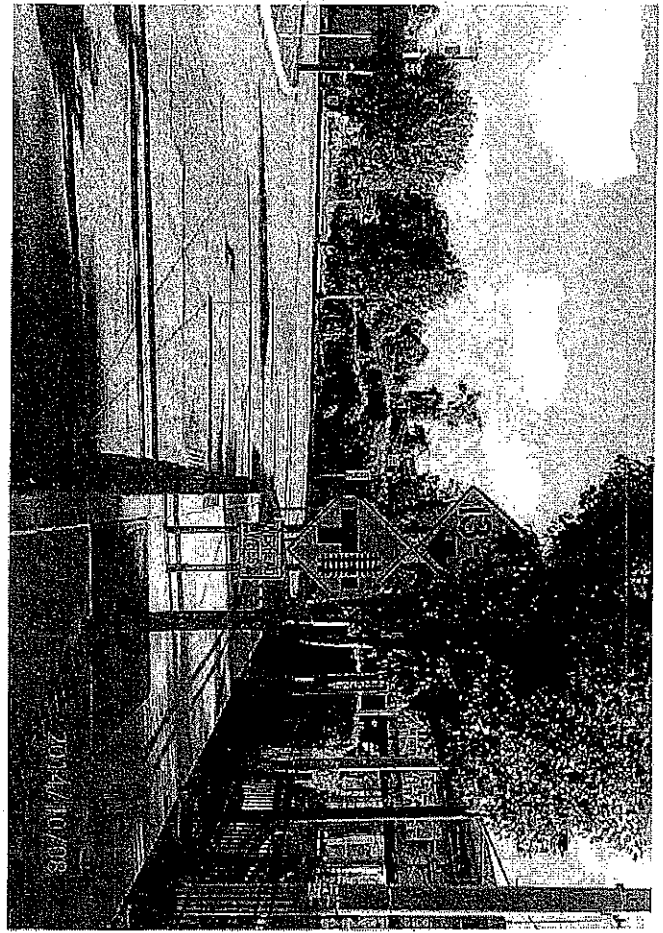
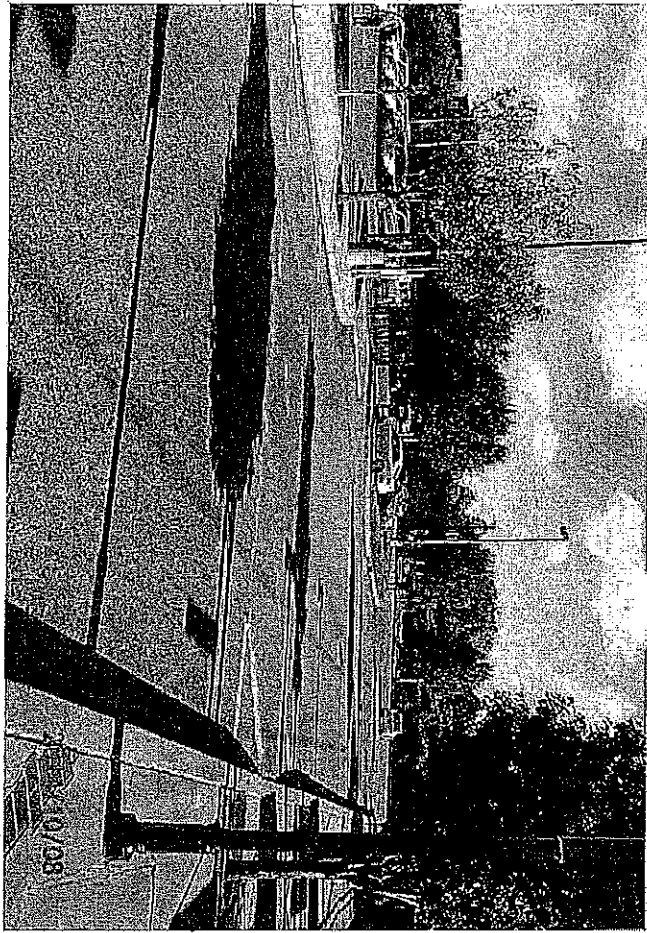


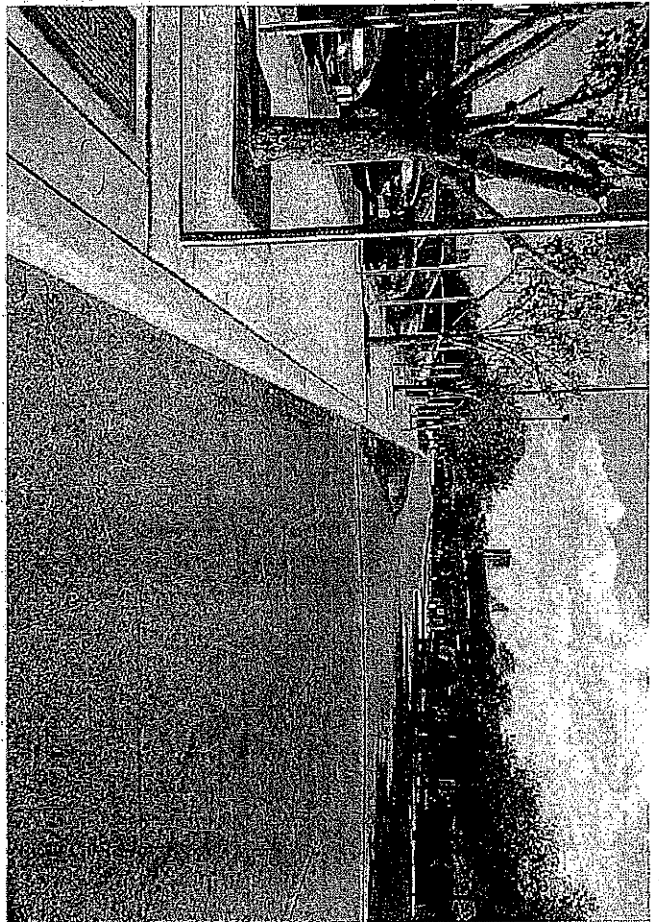
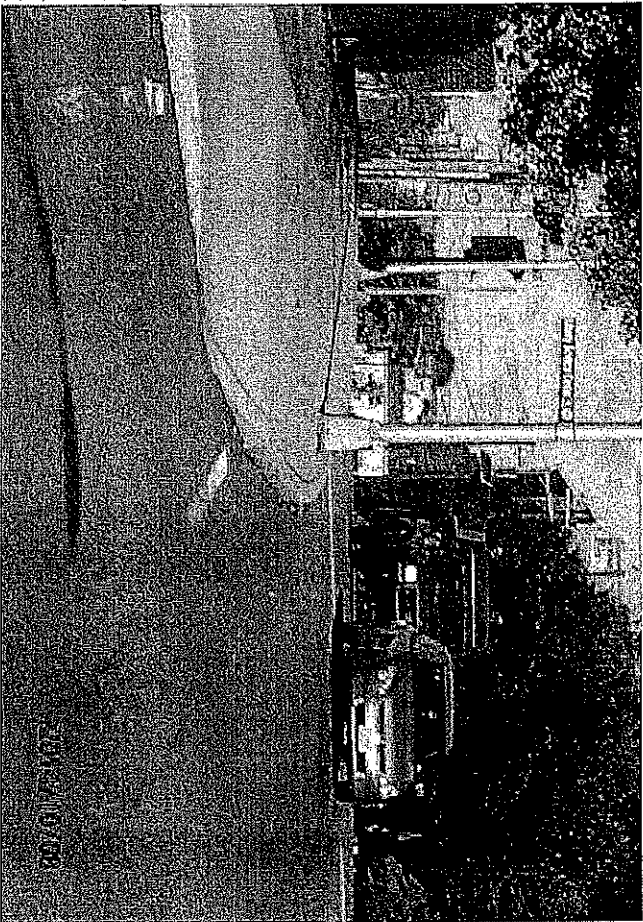
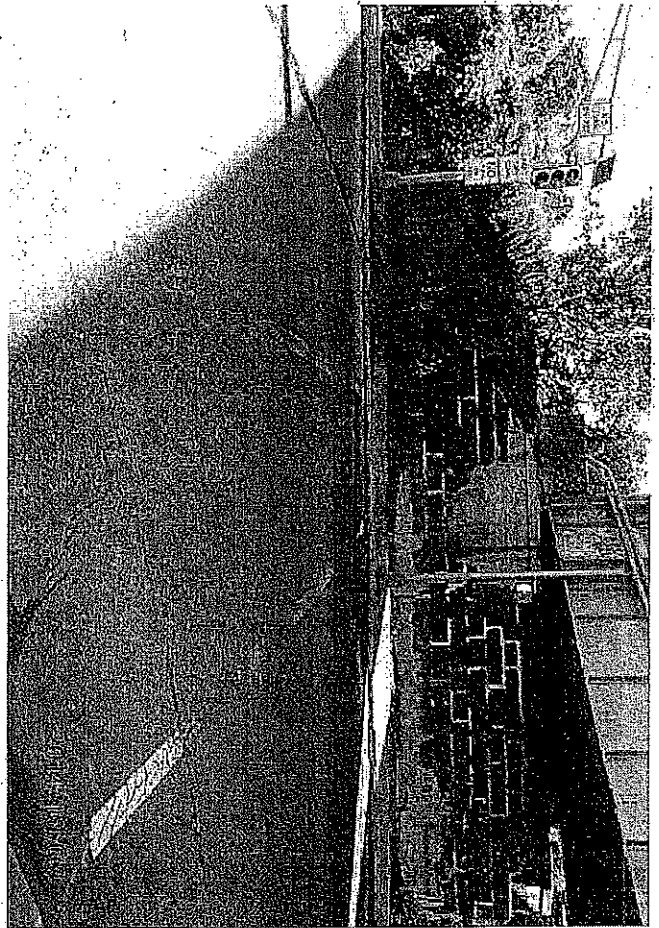
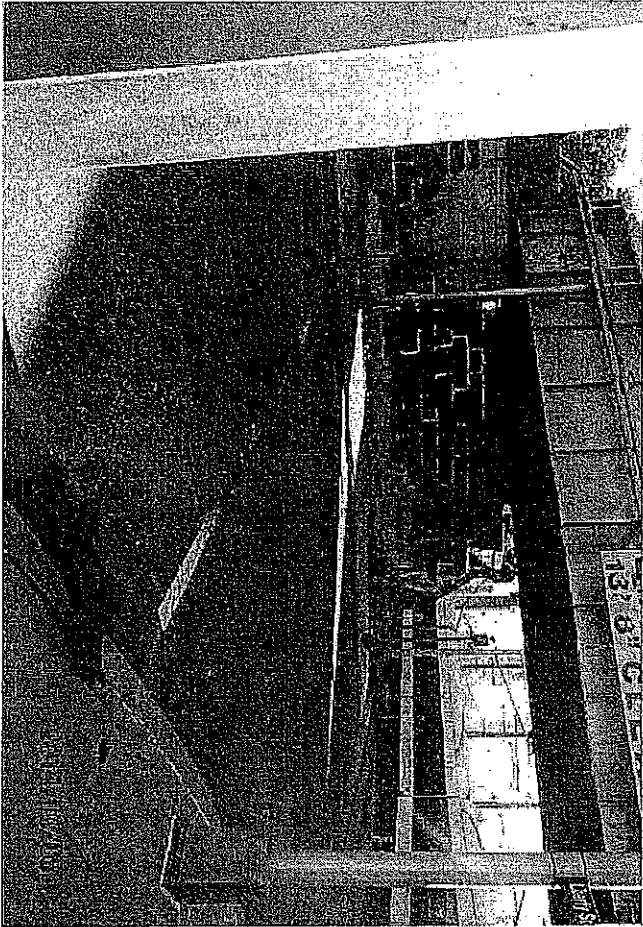


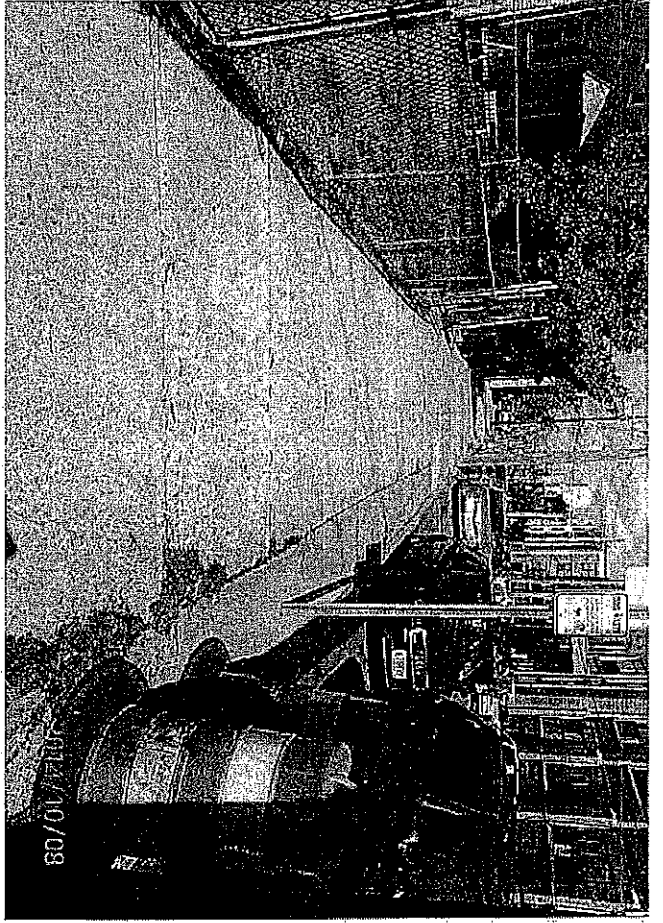
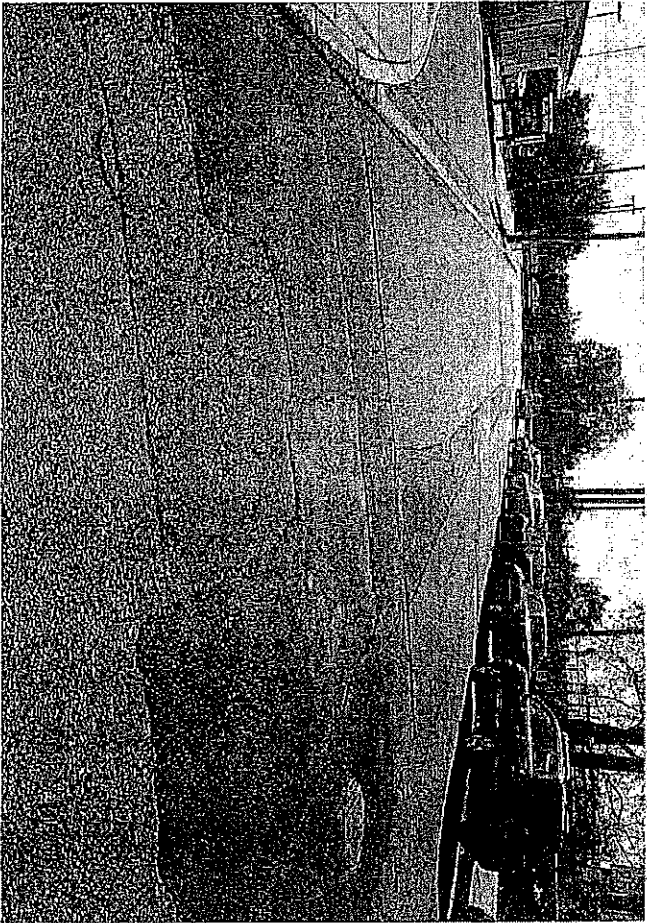
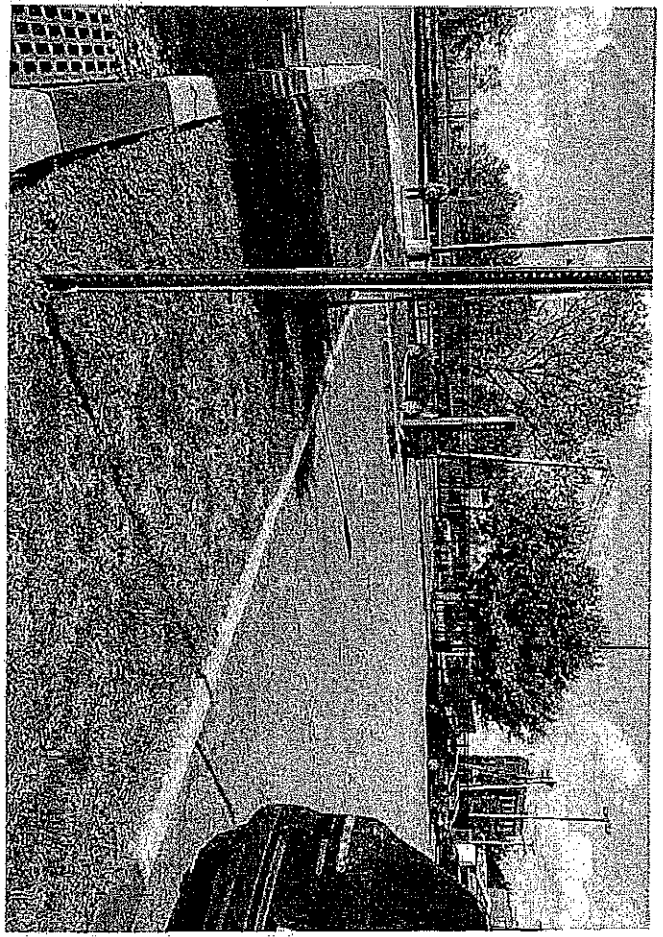
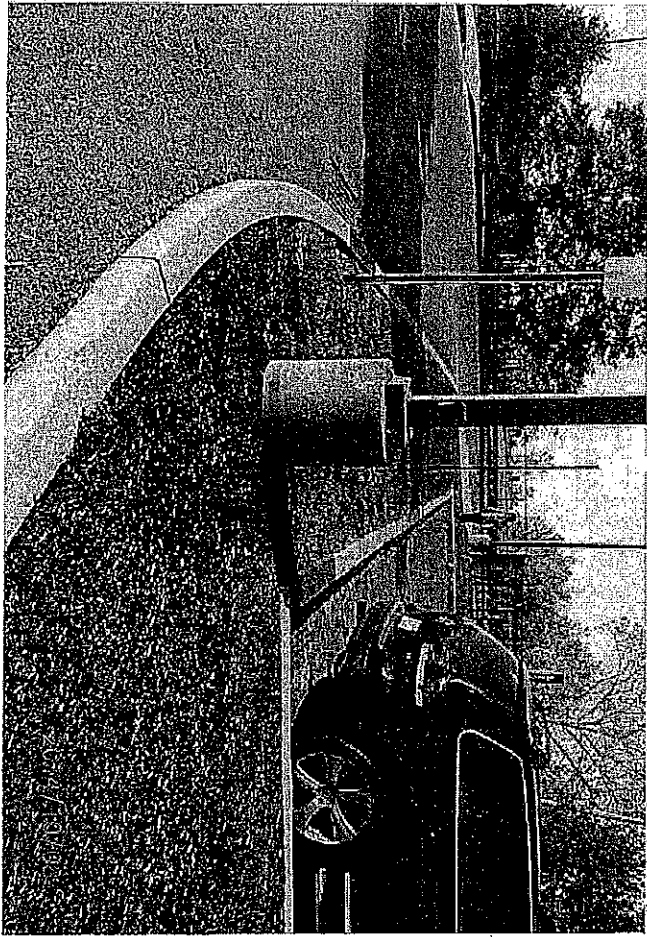


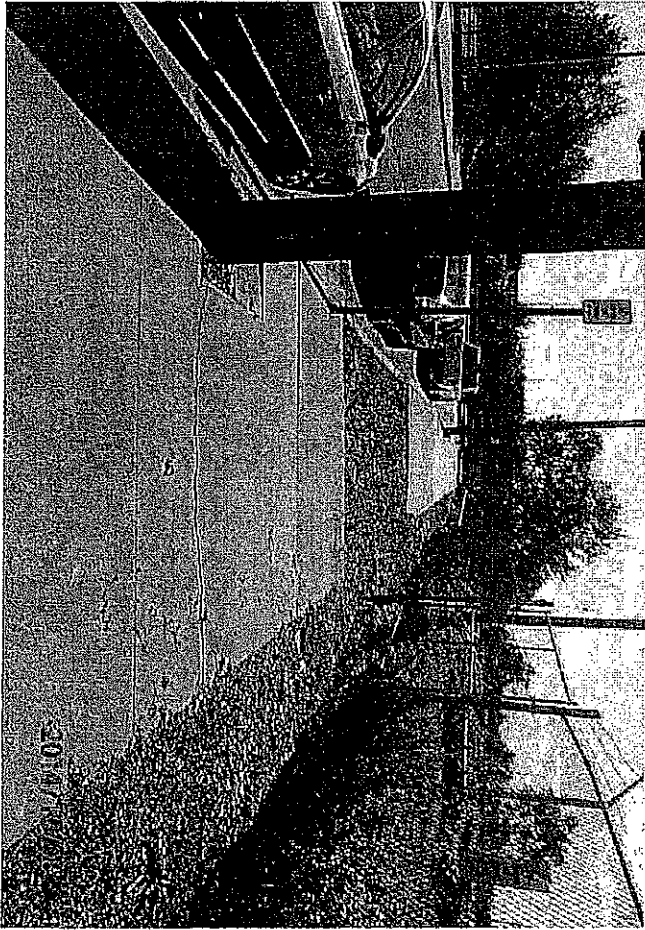


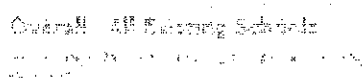




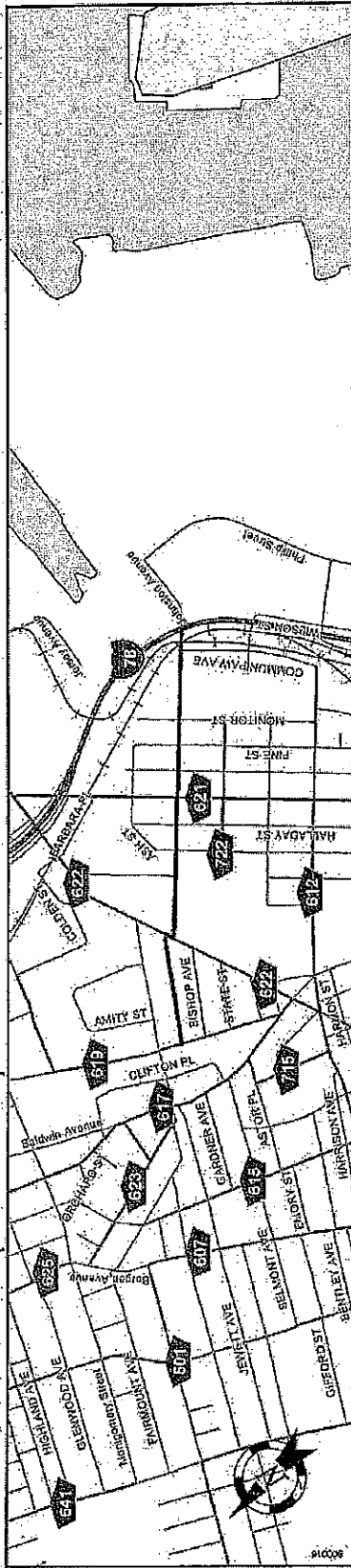




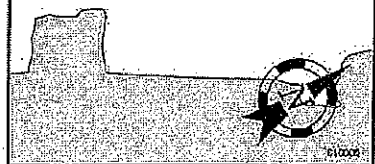
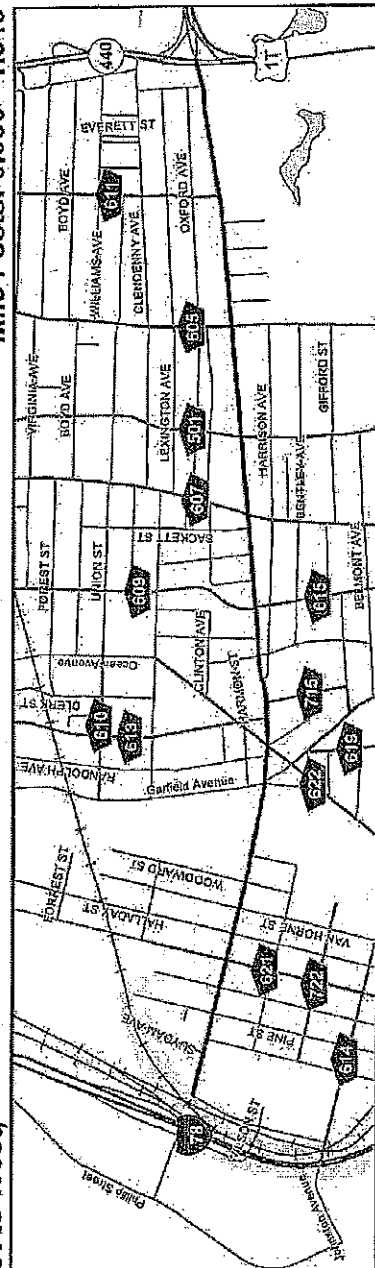




1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 26



Secondary Direction		Primary Direction	
Jersey City, Hudson Co.		Jersey City, Hudson Co.	
NEW JERSEY (0.81) TURNPIKE (0.76) COMMUNIPAW AVE (0.63) MONITOR STREET (0.58) PINE STREET (0.53) WHITON STREET (0.48) PACIFIC AVENUE (0.43) HALLADAY STREET (0.35) VAN HORNE STREET (0.33) WOODWARD STREET GRAND ST (0.21) CORNELISON AVENUE (0.00)		2.0 1.0 0.0 -1.0 -2.0	
Pavement Shoulder Number of Lanes Speed Limit Street Name Interstate Route US Route NJ Route County Road Interchange Number Grade Separated Interchange Traffic Signal Traffic Monitoring Sites Road Underpass Road Overpass		Street Name Jurisdiction Functional Class Federal Aid - RHS Sy Control Section Speed Limit Number of Lanes Med. Type Med. Width Pavement Shoulder Traffic Volume Traffic Sign ID Structure No. Enlarged Views	
Begin Hudson County 614 MP=0		End Hudson County 614 MP=0.81	
Urban Legat Non-Federal Aid Urban Minor Arterial STP		25 2 None 0 39 0	
SRI = 09000614		Date last inventoried: August 2000	

[illegible]

Date last inventoried: August 2000

SRI = 09000612

SAFE STREETS TO TRANSIT (Communiapaw Ave. from Monitor St. to Johnston Ave.)

COST ESTIMATE

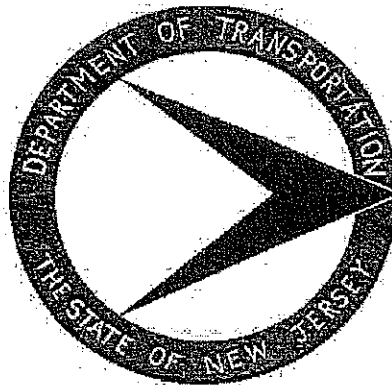
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Breakaway Barricades	UNIT	4	\$75.00	\$300.00
2	Drums	UNIT	25	\$50.00	\$1,250.00
3	Traffic Cones	UNIT	50	\$20.00	\$1,000.00
4	Construction Signs	SF	36	\$15.00	\$540.00
5	Traffic Director	HR	350	\$58.03	\$20,310.50
6	Set Inlet Casting Type B	UNIT	2	\$450.00	\$900.00
7	DGA Base Backfill	TONS	24	\$16.00	\$384.00
8	Concrete Sidewalk, 4" Thick	SY	1,425	\$60.00	\$85,500.00
9	Detectable Warning Surface, Cast in Place	SY	23	\$200.00	\$4,600.00
10	9"x20" Concrete Vertical Curb	LF	950	\$30.00	\$28,500.00
11	HMA Patch	TONS	16	\$100.00	\$1,600.00
12	HMA Milling, 3" or Less	SY	755	\$5.00	\$3,775.00
13	HMA 12.5M76 Surface Course, 2" Thick	TONS	72	\$90.00	\$6,480.00
14	Remove and Repair Pavement Base	SY	10	\$75.00	\$750.00
15	Traffic Stripes, Long Life Thermoplastic, 4" Wide	LF	13,050	\$1.00	\$13,050.00
16	Traffic Markings, Symbols, Long-Life Thermoplastic	SF	275	\$6.00	\$1,650.00
17	Regulatory and Warning Signs with Steel U-Post	SF	62	\$45.00	\$2,790.00
18	Reset Water Valve Box with Riser	UNIT	3	\$100.00	\$300.00
19	New water Valve Box (Entire assembly)	UNIT	2	\$500.00	\$1,000.00
20	Reset Manhole Casting, Using Casting No. 1007D	UNIT	3	\$450.00	\$1,350.00
21	Set Manhole Casting, Using Casting No. 1206	UNIT	1	\$1,250.00	\$1,250.00
22	Loop Detectors	LF	100	\$30.00	\$3,000.00
23	Reset Junction box	UNIT	12	\$185.00	\$2,220.00
24	Decorative Street Pole & Light, Complete	UNIT	4	\$13,000.00	\$52,000.00
					\$234,499.50

New Jersey Department of Transportation

Division of Local Aid and Economic Development

Program Description and Procedures for

Safe Streets to Transit Grant Program



June, 2014

Overview

The New Jersey Department of Transportation's Safe Streets to Transit (SSTT) Grant Program provides funds to counties and municipalities to improve the overall safety and accessibility for mass transit riders walking to transit facilities, encourage mass transit users to walk to transit station, and facilitate the implementation of projects and activities that will improve safety in the vicinity of transit facilities (approximately one-half mile for pedestrian improvements).

Transit authorities have expended considerable planning and engineering efforts to meet pedestrian needs in the interiors of transit stations. In many cases, little attention has been devoted to the pedestrian routes to and from stations.

Walking is the most environmentally friendly and low-cost way to get people to and from public transportation. When given sidewalks or traffic calmed streets to walk along, safe and convenient ways to cross streets, and a comfortable and attractive environment, most people are willing to walk farther to reach public transportation.

Walking is an important element of an integrated, intermodal transportation system. SSTT encourages the integration of walking into the public transportation system. More importantly, it enhances the ability of communities to invest in projects that can improve the safety and practicality of walking for everyday travel. *Pedestrian* includes not only a person traveling by foot but also any mobility impaired person using a wheelchair. Eligible pedestrian transportation facility projects may include all of the activities listed below.

Eligibility

Counties and municipalities are eligible for the SSTT grant program. A county or municipality may submit one application annually under the SSTT program. However, applications can be submitted under other Local Aid programs.

Allowable Costs

The following project related activities are eligible for funding:

- Construction, including construction inspection and material testing according to the Transportation Trust Fund Authority Act
- Preliminary and final design for municipalities eligible for Urban Aid or Depressed Rural Centers according to the Transportation Trust Fund Authority Act

Typical Eligible Project

The following are examples of the type of work that are eligible for funding under the Safe Streets to Transit Program. Other types of work will be considered.

- Intersection safety improvements that eliminate pedestrian barriers
- Constructing new sidewalks, curb ramps, sidewalk widening and major reconstruction

- Safety enhancements for pedestrian access to transit stops
- Traffic control devices that benefit pedestrians
- Traffic calming measures
- Pedestrian signals and push buttons at key intersections
- Pedestrian oriented lighting
- Major sidewalk reconstruction

Ineligible Projects & Activities

- Education and enforcement efforts
- Planning studies
- Transit and shuttle services
- Bus stop shelters
- Maintenance operations
- Routine maintenance or repair of sidewalk
- Bicycle Projects (funding for bicycle facilities are available through other Local Aid grant programs)
- Right-of-way purchases associated with any project.
- Operating costs associated with any project.
- Planning

Application Guidelines

Application must be made through the SAGE system (System for Administering Grants Electronically). Training and instructions on how to apply are available on the NJDOT Local Aid and Economic Development web site under Doing Business or through the following link: www.state.nj.us/transportation/business/localaid/statewide.shtml

The major components of the application are the Scope of Work and the Data Sheet. The Scope of Work must include a narrative explaining how the project will meet each of the individual selection criteria described below. The Scope of Work page provides separate upload boxes for work narrative, a detailed cost estimate, letters of community support, and police reports. Applicants must include maps and are encouraged to enclose photographs in order to depict what will be achieved. Answers to questions asked in the on-line SAGE application, and supporting documentation supplied by the applicant shall form part of the basis upon which the applications are scored. Applicants should answer all questions to the best of their ability; if a question is not answered or required supporting documentation is not supplied applicant will not receive points.

Municipalities applying for funds that impact a county road should contact the appropriate county officials in order to receive concurrence in the form of a supplemental agreement by resolution between the county and the municipality. Municipalities seeking funds that impact a state highway shall contact the appropriate Local Aid District Office for instructions on how to proceed.

Project Selection Criteria

Projects will be evaluated and given priority based on the following criteria.

- **Proximity to transit facility:** The applicant should identify existing transit service in the vicinity of the proposed project. Although projects within 0.5 mile radius from a transit facility (rail station, bust stop or ferry terminal) will be given priority, projects within 1 mile of a transit facility will also be considered. Please provide a location map showing the transit node and the proposed pedestrian route that is the subject of the application. If a bus stop is shown, please provide the bus route number on the map or in the box provided for in the scope of work section.
- **Improved Safety:** The elimination of hazardous conditions to improve pedestrian safety. Examples of projects include, but are not limited to, the following:
 - elimination of pedestrian crossing barriers and hazardous conditions at street intersections on the pedestrian route to a rail station, bus stop or ferry terminal, such as installation of cross walks, curb ramps, etc.
 - projects that improve hazardous sidewalk conditions, such as major pavement reconstruction, etc.
 - projects that improve overall safety along pedestrian routes to transit including overall lighting levels, signage, way finding, etc.
- **Increased Accessibility:** Increase non-motorized accessibility for all existing and potential transit users, such as the following types of projects:
 - the construct of pedestrian routes where there currently are none
 - the construction of missing segments of sidewalks and missing curb ramps
- **Access to Schools:** The applicant should indicate if the proposal will improve access from the transit station or stop to any public or private school within the application's one mile radius. Location of school(s) should be identified on project location map.
- **Pedestrian Incidents:** The applicant should indicate if there were any pedestrian accidents or incidents on the project route over the last three years. If so, please provide the relevant police reports in the application.
- **Special Designated Area:** State designated Transit Villages; communities formally participating in the implementation of the State Development and Redevelopment Plan (SDRP); communities which have adopted a Complete Streets policy which is in the spirit of NJDOT's own Complete Streets policy; and Urban Coordinating Council (UCC) designated communities will receive special consideration.
- **Readiness to Construct:** The project should be ready to award the construction contract within 24 months from the date of grant notification. Provide an estimated work schedule for awarding the construction contract, including, as applicable, right of way acquisition and all permits.
- **Local Priority:** The applicant should indicate that the proposed project was incorporated in a state, county or municipal transportation plan or in the county or municipality master plan.
- **Matching Funds:** The applicant should show any matching funds for the proposed project.
- **Prior Initiatives:** The applicant should indicate if other safety improvements utilizing their own resources to which this project is linked, were undertaken.
- **Collaboration:** The applicant should indicate, in the narrative, if a transit service provider and/or community organization collaborated or partnered in the planning or development of the project.

- ***Applicant's Past Performance:*** *The applicant's timely initiation in awarding the construction of and in the closing out of any previous Local Aid grant within the last three years, will be given close consideration.*

Project Selection Process

All submitted applications will be reviewed and rated by an appointed SSTT Program Review Committee. The review committee will be comprised of representatives from the New Jersey Department of Transportation and may include representatives of New Jersey Transit. The committee will make recommendations to the Commissioner of Transportation for consideration and approval.

The Commissioner will make the final decision on which projects will be funded and project sponsors will be notified of the outcome by mail. After grant approval notification, kick off meetings will be scheduled by Local Aid District staff to review the project and NJDOT's requirements. Project sponsors are expected to award the contract within 24 months from the date of grant notification.

Design Guidelines

All transportation related facilities must meet minimum AASHTO standards and the standards of the "Manual on Uniform Traffic Control Devices" (MUTCD). For construction and improvements to sidewalks, applicants must use the standards contained in the NJDOT Roadway Design Manual or the 2004 American Association of State Highway and Transportation Officials (AASHTO) Guide for the Planning and Design and Operation of Pedestrian Facilities. The Department requires the use of New Jersey licensed professionals in the planning and design of projects. Qualified historic architects or archaeologists should assess projects involving historic resources.

All municipalities and counties that accept federal or state funded grants from the NJDOT are required to comply with the provisions of title II of the Americans with Disabilities Act of 1990 (ADA) and with section 504 of the Rehabilitation Act of 1973 to the fullest extent possible. ADA guidance can be found on the NJDOT website at:

www.state.nj.us/transportation/business/localaid/documents/LPADPFAADA-kps.pdf

Program Administration

The Safe Streets to Transit Grant Program will be governed by the rules and provisions contained in N.J.A.C. 16:20B. The rules establish guidelines and procedures to be followed by counties and municipalities when administering contracts. In addition, the rules provide the requirements for preparing plans and specifications, contracts administration, contract completion and payment, state participation in cost as well as audit requirements. Detailed information on these requirements can be found in the State Aid Handbook.

The State Aid Handbook is available on the New Jersey Department of Transportation Division of Local Aid and Economic Development web site and can be accessed through the following link: <http://www.state.nj.us/transportation/business/localaid/documents/StateAidHandbook.pdf>

Contact Persons:

For questions concerning all aspects of the program, please contact the appropriate District Manager listed below:

District 1

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 770-5070/5068
Fax: (973) 770-5172
Morris, Passaic,
Sussex and Warren

District 2

153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 877-1556
Bergen, Essex, Hudson, and
Union

District 3

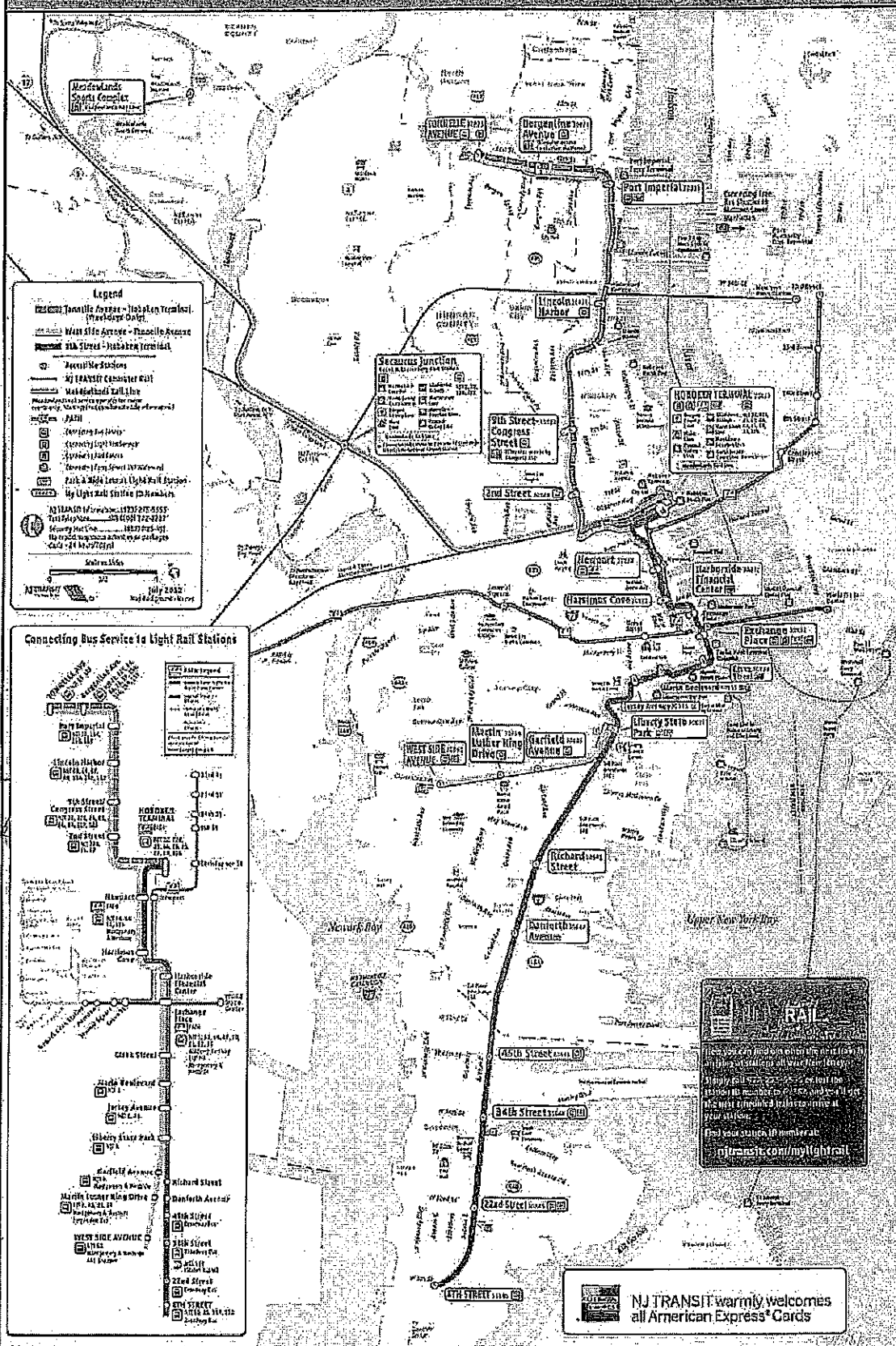
1035 Parkway Avenue
Trenton, NJ 08625
Phone: (732) 308-4002
Fax (732) 308-4003
Hunterdon, Middlesex, Mercer,
Monmouth, Ocean and Somerset

District 4

1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington,
Camden, Cape May
Cumberland, Gloucester, and Salem



ИСТОРИКО-ПЕДАГОГИЧЕСКОЕ



Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.690

Agenda No. _____ 10.1

Approved: _____ OCT 22 2014

TITLE:



RESOLUTION RECOGNIZING AND SUPPORTING THE 2014 JERSEY CITY PRIDE FESTIVAL

Council as a whole, offered an moved adoption of the following resolution:

WHEREAS, the 2014 Jersey City PRIDE Festival is being co-hosted by Hudson Pride Connections Center and Humanity Pride Productions; and

WHEREAS, the 14th Annual Jersey City PRIDE Festival will take place on Saturday, October 25, 2014, from Noon-6:00 p.m. in front of City Hall. The festival will be a memorable one with local food vendors and fantastic music and entertainment; and

WHEREAS, the PRIDE Festival is more than a party, it is a celebration of all of the achievements the LGBTQ Community, especially over the last year; and

WHEREAS, 2013-2014 was an exciting year for New Jersey and Jersey City's LGBT Community. Marriage Equality became law and a mass wedding was held on October 21, 2013 at City Hall with Mayor Fulop presiding; and

WHEREAS, on August 24, 2014, two thousand five hundred people came together to celebrate Jersey City Pride hosted by Hudson Pride Connections Center and Humanity Pride. Jersey City is a great source of that pride, voted number 8 among the most LGBT friendly cities in the nation; and

WHEREAS, the 2014 Jersey City PRIDE Festival will begin on Saturday, October 18, 2014 and culminate with the Festival at City Hall on October 25, 2014. Also being celebrated is the 20th Anniversary of the LGBT Community Center.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City does hereby congratulate the organizers and participants of the 2014 Jersey City PRIDE Festival and wishes them great success on this day and in the future.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.691
Agenda No. 10.M
Approved: OCT 22 2014
TITLE:



RESOLUTION AUTHORIZING A BULK WATER AGREEMENT ALLOWING THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY TO SELL AND DELIVER 1,587.75 MILLION GALLONS OF WATER PER YEAR FROM THE CITY'S WATER SYSTEM TO UNITED WATER ENVIRONMENTAL SERVICES INC.

COUNCIL

Offered and moved adoption of the following resolution:

WHEREAS, the City owns and the Jersey City Municipal Utilities Authority ("JCMUA"), by way of a franchise agreement from the City, is responsible for the operation of the City's water supply system; and

WHEREAS, United Water Environmental Services, Inc. ("United Water Environmental") operates a water supply system that serves residents and businesses in multiple municipalities; and

WHEREAS, the parties wish to enter into a contract and specify terms and conditions under which the JCMUA will sell and deliver 1587.75 million gallons of water per year from the City's Water System to the United Water Environmental based on New Jersey Department of Environmental Protection ("NJDEP") requirements; and

WHEREAS, this Agreement is authorized pursuant to the Municipal and County Utilities Authorities Law, as amended (N.J.S.A. 40:14B-1 et seq.); and

WHEREAS, this Agreement shall supersede in all respects earlier agreements or understandings between the parties, written or oral, for the sale and supply of potable water for United Water; and

WHEREAS, this Agreement shall commence upon the effective date of the agreement and expire on August 31, 2017, and United Water will notify the City and the JCMUA if it wishes to renew the Agreement 6 months prior to its expiration date.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

City Clerk File No. Res. 14.691Agenda No. 10.M OCT 22 2014

TITLE:

RESOLUTION AUTHORIZING A BULK WATER AGREEMENT ALLOWING THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY TO SELL AND DELIVER 1,587.75 MILLION GALLONS OF WATER PER YEAR FROM THE CITY'S WATER SYSTEM TO UNITED WATER ENVIRONMENTAL SERVICES INC.

1. The City is authorized to enter into a bulk water contract with the Jersey City Municipal Utilities Authority and United Water to supply water to United Water Environmental Services Inc. with water in amounts and according to the terms set forth in the Agreement attached hereto; and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement attached hereto; and
3. The term of the Agreement shall be effective September 1, 2014 and shall expire on August 31, 2017.

CR/kn
10/10/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

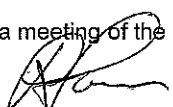
APPROVED 9-0

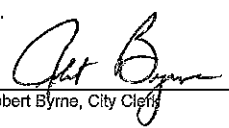
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A BULK WATER AGREEMENT ALLOWING THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY TO SELL AND DELIVER 1,587.75 MILLION GALLONS OF WATER PER YEAR FROM THE CITY'S WATER SYSTEM TO UNITED WATER ENVIRONMENTAL SERVICES INC.

Initiator

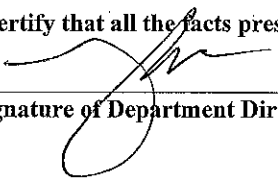
Department/Division	Business Administrator	
Name/Title	Robert Kakoleski	Director
Phone/email	(201) 547-5147	rjkakoleski@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

RESOLUTION AUTHORIZING A BULK WATER AGREEMENT ALLOWING THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY TO SELL AND DELIVER 1,587.75 MILLION GALLONS OF WATER PER YEAR FROM THE CITY'S WATER SYSTEM TO UNITED WATER ENVIRONMENTAL SERVICES INC.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

AGREEMENT

This Agreement made as of this 1st day of September, 2014 among the **City of Jersey City**, a municipal corporation of the State of New Jersey, having an office at 280 Grove Street, Jersey City, New Jersey 07302 ("City"); the **Jersey City Municipal Utilities Authority**, a public body corporate and politic created and existing under the laws of the State of New Jersey, having an office at 555 Route 440, Jersey City, New Jersey 07305 ("JCMUA"); and **United Water Environmental Services Inc.**, a corporation of the State of Delaware, with offices located at 200 Old Hook Road, Harrington Park, New Jersey 07640 ("Bulk Customer").

WITNESSETH:

WHEREAS, the City owns and the JCMUA, by way of a franchise agreement from the City, is responsible for the operation of the City's water supply system; and

WHEREAS, the Bulk Customer operates a water supply system that serves residents and businesses in multiple municipalities; and

WHEREAS, the parties wish to enter into a contract and specify terms and conditions under which the JCMUA will sell and deliver water from the City's Water System to the Bulk Customer based on New Jersey Department of Environmental Protection ("NJDEP") requirements; and

WHEREAS, this Agreement is authorized pursuant to the Municipal and County Utilities Authorities Law, as amended (N.J.S.A. 40:14B-1 et seq.); and

WHEREAS, this Agreement shall supersede in all respects earlier agreements or understandings between the parties, written or oral, for the sale and supply of potable water for Bulk Customer; and

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein and the mutual benefits to be derived herefrom, intending to be legally bound, the parties covenant and agree as follows:

1. **Definitions.** The following words and phrases when used in this Agreement shall have the meanings set forth as follows:

a. **Agreement:** this water sales contract, which supersedes any prior agreements among the City, the JCMUA, and the Bulk Customer concerning the sale and supply of potable water.

b. **Annual Overdraft Rate:** shall have the meaning set forth in Section 6(G).

c. **Annual Purchase Requirement:** the minimum total volume of Committed Water expressed in million gallons per year the Bulk Customer is required to purchase and pay for regardless of the amount delivered during the Service Year, as set forth in Section 5(A)

hereof.

d. Bulk Customer's Water System: the Bulk Customer's interest in all the personalty, equipment, vehicles, stock, tools, materials, and consumables, as well as all of the real estate, easements, buildings, structures, appurtenances, and interest therein owned, leased, or otherwise held by the Bulk Customer in connection with the production, treatment, transmission, and/or distribution of water to users of the Bulk Customer's water distribution system beginning at the Points of Delivery as defined herein and extending from the Points of Delivery throughout the geographical boundaries of the Bulk Customer's approved service area.

e. City's Water System: the Jersey City Water System is defined as the Boonton Reservoir, the Split Rock Reservoir, the Jersey City water treatment plant, the aqueduct from the Jersey City water treatment plant to the City, including its gate houses, chlorination stations, and other support facilities, the five million gallon finished water reservoir in the City, the Troy Street Pump Station, and the transmission and distribution system including meters, valves, SCADA system, and other facilities existent at the start of the Agreement or that are subsequently added or modified.

f. Committed Water: the water that is allocated from the City's Water System, which shall be available to Bulk Customer during the term of this Agreement.

g. Daily Overdraft Rate: shall have the meaning set forth in Section 6(E).

h. Effective Date: shall mean September 1, 2014.

i. Indemnitees: shall have the meaning set forth in Section 12.

j. Maximum Daily Volume: the maximum total volume of Committed and Surplus Water expressed in million gallons per day (MGD) that the Bulk Customer is permitted to purchase from the JCMUA during any day.

k. Maximum Monthly Volume: the maximum total volume of Committed and Surplus Water expressed in million gallons per month (MGM) that the Bulk Customer is permitted to purchase from the JCMUA during any month.

l. MGD: the abbreviation for million gallons per day.

m. MGM: the abbreviation for million gallons per month.

n. MGY: the abbreviation for million gallons per year.

o. NJDEP: New Jersey Department of Environmental Protection.

p. Point(s) of Delivery: those locations of JCMUA metering facilities at which water is delivered to Bulk Customer's Water System. Points of Delivery are shown on Schedule C attached hereto. Points of Delivery may be added or removed by mutual agreement

of the Parties by an appropriate written modification of Schedule C.

- q. Proceeding: shall have the meaning set forth in Section 14.
 - r. Retail Rate: the water service charge applied per one hundred cubic feet of water to customers within the Jersey City area.
 - s. Rules and Regulations: the rules and regulations of the JCMUA, including the duly adopted tariff, as amended, supplemented or otherwise modified from time to time, as applicable to Bulk Customer, and annexed hereto as Schedule B.
 - t. Service Year: the period commencing on the Effective Date of this Agreement and terminating at the end of one (1) full year. Thereafter, each successive Service Year shall commence on the anniversary of the Effective Date and run for one (1) full year.
 - u. State: the State of New Jersey, including all entities and/or agencies acting on its behalf.
 - v. Surplus Water: the water in addition to the Committed Water which the JCMUA will make available to the Bulk Customer on a regular basis during the term of this Agreement provided that the JCMUA is able to do so while meeting all obligations with respect to its bulk water customers and to its customers in the City. Surplus Water is not allocated from the Safe Yield of the Jersey City Water System.
 - w. USEPA: the United States Environmental Protection Agency.
2. **Recitals Incorporated.** The foregoing recitals are hereby expressly incorporated into this Agreement and made a part hereof as if set forth at length herein.
3. **Term.** This Agreement shall commence on the Effective Date and shall terminate on August 31, 2017. At least six (6) months prior to the expiration of the term set forth herein, the Bulk Customer shall notify the JCMUA and the City in writing whether or not it wishes to negotiate a renewal of this Agreement.
4. **Water Quality.** The JCMUA shall, at the Points of Delivery, provide the Bulk Customer with potable water that complies with all applicable NJDEP and USEPA laws and regulations regarding water quality. The JCMUA shall not be responsible for contamination of the water or degradation of water quality past the Point of Delivery. The JCMUA will provide the Bulk Customer with water quality reports required by and submitted to the NJDEP and/or USEPA, upon the Bulk Customer's request. The Bulk Customer shall also have access, upon reasonable notice, to the JCMUA's water quality data.

5. **Amount of Water to be Provided to Bulk Customer.**

A. The JCMUA agrees to allocate, and the Bulk Customer agrees to accept, delivery of a minimum of 1587.75 MGY of potable water during a Service Year, hereinafter

referred to as the Annual Purchase Requirement. After each Service Year, the JCMUA will determine whether the Bulk Customer has satisfied the Annual Purchase Requirement and, if not satisfied, the JCMUA shall invoice the Bulk Customer for the difference between the Annual Purchase Requirement and the amount actually purchased at the bulk water rate in effect at that time.

B. During each Service Year, the JCMUA agrees to allocate 5.75 MGD of potable water as Committed Water available to the Bulk Customer under this Agreement with a Maximum Daily Volume of 6.96 MGD, as set forth in Schedule A.

C. The water to be delivered by JCMUA will be furnished from supplies as JCMUA may now or hereafter use for the general supply to its customers.

D. In conformance with State established guidelines for the supply of potable water under this Agreement, the Bulk Customer agrees to the limits set forth on Schedule A.

E. Notwithstanding the aforementioned limits, the JCMUA shall supply water to the Bulk Customer on a best-efforts basis to meet extraordinary or emergency water supply needs within the Bulk Customer's Water System to the extent that such needs may be, from time to time, in excess of the limits set forth in Schedule A. It is specifically agreed that neither the Bulk Customer nor any of its customers shall have any claim or demand against JCMUA or the City by reason of the absence of adequate water supply, production, treatment, or water distribution storage reservoirs or standpipes within the Bulk Customer's Water System or any consequence which may occur therefrom. Bulk Customer does hereby release JCMUA and the City from any and all such claims or demands and agrees to indemnify, defend, and save the JCMUA and the City harmless from any and all such claims or demands that may be made by any entities now or hereafter supplied by Bulk Customer. The decision to supply water in excess of the stated limits is solely at the complete discretion of the JCMUA.

F. The limits set forth in Sections 5(A) and 5(B) above are expressly subject to the hydraulic capacity of the City's Water System, applicable permits and regulations and the rights of the JCMUA's other bulk water customers and City retail customers.

G. JCMUA agrees that during the term of this Agreement, it shall make available as Committed Water to the Bulk Customer, in addition to the Annual Purchase Requirement, up to 511 MGY of potable water during each applicable Service Year, as set forth in Schedule A. The right to accept potable water in excess of the Annual Purchase Requirement as set forth in Schedule A shall hereinafter be referred to as the Bulk Customer's Purchase Option. The JCMUA shall invoice the Bulk Customer for only the actual volume of potable water the Bulk Customer accepts above the Annual Purchase Requirement pursuant to the Bulk Customer's Purchase Option. Bulk Customer shall pay for all water accepted under the Bulk Customer's Purchase Option as provided by Article 6 hereof on a monthly basis. On January 1st of each Service Year, Bulk Customer shall pay JCMUA the sum of Two Hundred Thousand (\$200,000.00) Dollars to reserve the Bulk Customer's Purchase Option. In the event the Bulk Customer accepts the maximum amount of Committed Water available under Bulk Customer's Purchase Option, the Two Hundred Thousand (\$200,000.00) Dollars paid to allow for the Bulk

Customer's Purchase Option shall be waived, or shall be used as a credit for the total amount to be invoiced for the Service Year.

6. Terms of Payment.

A. **Rates, Fees, and Meter Charges Escalation.** Except as otherwise provided herein with respect to overdrafts, during the term of this Agreement, the JCMUA agrees to sell and Bulk Customer agrees to buy and pay for water delivered at the bulk water rate in effect at the time of the Effective Date per the JCMUA's Rules and Regulations, annexed hereto as Schedule B. In the event that the rates charged by the JCMUA are raised during the term of this Agreement, as determined by the Board of Commissioners from time-to-time, the JCMUA agrees to sell and Bulk Customer agrees to buy and pay for water delivered at such new rates from the date any such change in bulk sale rates shall become effective by the JCMUA.

B. **Monthly Service Charges.** During each Service Year, Bulk Customer hereby agrees to pay the charge for water delivered by the JCMUA in accordance with this Agreement. All bills shall be rendered monthly in arrears by JCMUA and shall be payable by Bulk Customer within sixty (60) days from the date the bill is issued by the Authority. In the event the Bulk Customer fails to render payments when due, then an interest rate of 1.5% per month shall be due and payable on all unpaid balances. Interest shall accrue beginning on the 61st day after a bill is issued by the JCMUA ("bill due date"). If there is more than one account (Point of Delivery), partial payments will be equally allocated amongst all the accounts that have amounts outstanding. Within an account, payments will be allocated first to interest, then to the oldest balance owed.

C. **Monthly Meter Charge.** To the extent that a fixed monthly meter charge per Point of Delivery is implemented by the JCMUA during the term of this Agreement, such meter charge shall be assessed on a prospective basis in accordance with the JCMUA's Rules and Regulations, annexed hereto as Schedule B.

D. **Billing Disputes.** If Bulk Customer disputes a bill in good faith, Bulk Customer must, on or before the bill due date, (a) pay the undisputed portion of the bill, and (b) notify the JCMUA in writing of the basis for the dispute. If the dispute is regarding meter accuracy, a meter test will be performed by any qualified firm acceptable to the JCMUA and the Bulk Customer. If the meter test proves that the meter is within the accuracy limits of +/- 1.5% of actual flow, Bulk Customer shall, within two (2) business days of such meter test, pay to the JCMUA the disputed portion of the bill, together with accrued interest from the invoice date, and the cost of the meter test. If the meter test proves that the meter is not within the accuracy limits set forth above, a billing adjustment will be made in accordance with such regulations, the JCMUA will pay for the cost of the meter test, and the meter will be replaced or recalibrated at the JCMUA's option and expense.

E. **Daily Overdraft Service.** Bulk Customer shall pay the JCMUA monthly, a Daily Overdraft Rate for usage other than described in Section 5(E), consisting of 120 percent of the product of the Retail Rate multiplied by the amount of water taken in excess of the Maximum Daily Volume for each day during any calendar month in which Bulk Customer's

diversions exceed the limitations set forth in Schedule A. Bulk Customer shall not be responsible for the Daily Overdraft Rate if Bulk Customer's exceeding the Maximum Daily Volume is a result of any break to a water main line, on the condition that sufficient documentation of said break is provided and acceptable to the JCMUA and the NJDEP. The JCMUA will include all daily overdraft charges on its monthly bill to Bulk Customer and such bill will be paid in accordance with Section 6(B) hereof. Receipt and acceptance of this payment for exceeding the Maximum Daily Volume shall not, in any way, change the water delivery limits as stated herein.

F. **Monthly Overdraft Service.** In addition to the daily overdraft charges described in Section 6(E) hereof, Bulk Customer shall pay the JCMUA quarterly, a Monthly Overdraft Rate for usage other than described in Section 5(E), consisting of 120 percent of the product of the Retail Rate multiplied by the amount of water taken in excess of the Maximum Monthly Volume for each month during any calendar month in which Bulk Customer's diversions exceed the limitations set forth in Schedule A. Bulk Customer shall not be responsible for the Monthly Overdraft Rate if Bulk Customer's exceeding the Maximum Monthly Volume is a result of any break to a water main line, on the condition that sufficient documentation of said break is provided and acceptable to the JCMUA and the NJDEP. Bulk Customer agrees to make quarterly payments for the Monthly Overdraft Service referenced herein not later than sixty (60) days from the date the bill is issued by the JCMUA for said quarter. Receipt and acceptance of this payment for exceeding the Maximum Monthly Volume shall not, in any way, change the water delivery limits as stated herein.

G. **Annual Overdraft Service.** In addition to the daily and monthly overdraft charges described in Sections 6(E) and 6(F) hereof, Bulk Customer shall pay the JCMUA the Annual Overdraft Rate for usage other than described in Section 5(E), consisting of 115 percent of the product of the Retail Rate multiplied by the volume of water taken in excess of the Bulk Customer's Annual Purchase Requirement set forth in Schedule A. Purchaser agrees to make annual water payments for the Annual Overdraft Service referenced herein not later than sixty (60) days from the date the bill is issued by the Authority. Bulk Customer shall not be responsible for the Annual Overdraft Rate if Bulk Customer's exceeding the Annual Purchase Requirement is a result of any break to a water main line, on the condition that sufficient documentation of said break is provided and acceptable to the JCMUA and the NJDEP.

H. **New or Replaced Points of Delivery.** The entire cost of new, changed, or replaced Points of Delivery, including engineering and construction costs incurred by the JCMUA will be paid by the Bulk Customer. The JCMUA shall invoice the Bulk Customer for its costs of the Point(s) of Delivery. Alternatively, the JCMUA may ask the Bulk Customer to construct some or all of the Points of Delivery, subject to oversight by the JCMUA engineering personnel and consultants.

I. **Connection Fee.** New and enlarged connections (after the start of this Agreement) shall require payment of a Connection Fee in accordance with the JCMUA's Rules and Regulations, annexed hereto as Schedule B. This Connection Fee is separate from and in addition to the cost of the physical connection and Points of Delivery.

J. **Other Fees and Charges.** Bulk Customer is liable for any of the fees and

charges of the JCMUA as stated in the JCMUA's Rules and Regulations not specified herein. The Rules and Regulations in effect on the Effective Date are attached hereto as Schedule B.

7. Points of Delivery.

A. Access.

The Bulk Customer shall provide the JCMUA and its duly authorized representatives with access to the Points of Delivery within one (1) business day of receipt of a written request for non-emergencies and within two (2) hours of receipt of a written request for emergencies for:

- i. Inspection, repair, replacement or calibration of meters or any other JCMUA-owned property;
- ii. Inspection of the entire Points of Delivery; and/or
- iii. Repairs or replacements of components of the Points of Delivery.

B. JCMUA Rights/Responsibilities.

The JCMUA shall have the right to:

- i. Read meters by remote devices that do not require entry into locked areas at any time without notice.
- ii. Make repairs or replacements of the Point of Delivery components owned by the Bulk Customer and charge the cost thereof to the Bulk Customer if:
 - a. The JCMUA has provided written notice to the Bulk Customer of a condition that threatens or has the potential to threaten, in the JCMUA's sole judgments, the loss of water upstream of a Point of Delivery; water quality; protection of or operation of a meter or flow recording, reading, data. storage, or transmitting device owned by the JCMUA; or malfunction of a meter flow recording, reading, or transmittal device owned by the Bulk Customer upon which the JCMUA relies on the information; and
 - b. The Bulk Customer fails to make the repairs or replacements needed to fully correct the conditions listed in Section 7(B)ii.a., above, after receiving written notice from the JCMUA within the time period specified in said notice. The time period specified in the JCMUA's notice shall be reasonable for the nature and severity of the problem. Water leaks upstream of the meter shall be temporarily repaired within one (1) day and permanently repaired as soon as possible thereafter. A condition that causes or threatens to cause a loss of protection of or interference with the operation of meter reading, recording, or

transmitting devices owned by the JCMUA shall be repaired within five (5) business days. A condition that causes or threatens to cause the malfunction of a meter reading, recording, or transmitting device owned by the Bulk Customer upon which the JCMUA relies on the information therefrom shall be repaired within five (5) business days.

- iii. Only the JCMUA or its authorized representative shall have authority to operate any valves or other equipment between the Water System's aqueducts or water mains from the tap to the Points of Delivery or to make any repairs or replacements thereto.

C. **Bulk Customer Rights/Responsibilities.**

The Bulk Customer:

- i. Is responsible for undertaking and paying for the design, and construction of all Point of Delivery components except as stated herein.
- ii. Shall notify the JCMUA before testing any pumps, backflow devices, check valves, meters, instruments, data recording and transmitting devices, or machinery which would change the normal flow or pressure at the Point of Delivery to allow for the presence of an employee or authorized representative of the JCMUA.
- iii. Shall be solely responsible for payment of all utilities in connection with the operation of the Points of Delivery with the exception of any data transmission telephone line or utility serving only the JCMUA.

8. **Meter(s).** All water delivered to the Bulk Customer shall be continuously measured by one or more meters located at each Point of Delivery,

A. The JCMUA shall:

- i. Own all meters and remote reading devices used to measure the flow of water;
- ii. Specify and approve the initial meter at each Point of Delivery;
- iii. Select, purchase, install, and pay for any replacement meters including the selection of a different meter type or manufacturer;
- iv. Have the right to read the meter(s) at any time without notice through remote reading devices that do not require entry into a locked space;
- v. Have the right to calibrate the meter(s) at any time. JCMUA shall provide the Bulk Customer with a copy of the calibration results upon Bulk

- Customer's request; and
- vi. Have the right to install data recording and transmitting devices including recorders, charts, radio transmitting and receiving equipment, telephone lines, and Internet connections.

B. The Bulk Customer shall:

- i. Pay for the initial meter(s) at each Point of Delivery;
- ii. Install the initial meters, remote reading devices, totalizers, data recording and transmitting devices to allow the JCMUA to continuously monitor the water diverted from the City's Water System. Any and all installations shall be in accordance with JCMUA specifications. The initial installment must be pre-approved by the JCMUA and completed in the presence of a JCMUA representative; and
- iii. Immediately notify JCMUA of any apparent or suspected damage or need for repair or replacement of a meter, wiring, remote reading device, or any other City-owned instrumentation.

9. **Agency Approval.** This Agreement shall be filed by the JCMUA, with and subject to approval or consent of the New Jersey Bureau of Water Allocation, Division of Water Supply, within the NJDEP and any other governmental agencies whose approval or consent may be required.

10. **Termination for Non-Payment and Other Actions for Non-Payment.** In the event that any invoice or fee becomes overdue by more than ninety (90) days, the JCMUA may terminate this Agreement upon thirty (30) days' written notice. In the event of termination for non-payment, the Bulk Customer shall be responsible for all costs incurred by the JCMUA in disconnecting the City's Water System from the Bulk Customer's Water System.

11. **Water Use Restrictions, Water Emergencies.**

A. Any JCMUA notice of water use restrictions or water emergencies shall specify the minimum level of water use restriction that must go into effect and may direct more-stringent water use restrictions than imposed by the State.

B. The JCMUA may only give notice requiring Bulk Customer to put into effect water-use restrictions upon one or more of the following conditions:

- i. A State of Water Emergency has been declared by the JCMUA or the City for the City of Jersey City.
- ii. A State of Water Emergency has been declared by the State or any other governmental entity having authority to make such a declaration

for the counties of Sussex, Hudson, Morris, or the county where the Bulk Customer is located or any other county affecting the City's Water System.

- iii. Upon the State's direction that the City's Water System provide bulk water to another water system due to an emergency in that system.
- iv. As a result of any other existing or imminent condition, limitation, mechanical failure, or circumstance that makes the City's Water System unable to provide the quantity of water the JCMUA's retail and bulk customers normally consume.

12. **Indemnification.** The Bulk Customer hereby agrees to indemnify, defend, and hold harmless the JCMUA and the City, and all of their officers, employees, agents, and affiliates (together, the "Indemnitees") from and against all demands, claims, actions, judgments, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) in connection with the acts and omissions of the Bulk Customer, its officers, employees, agents, contractors, and affiliates, related to the supply of water to Bulk Customer's service area, including, but not limited to, claims relating to the Bulk Customer's negligent operation of its own water distribution system. If the Indemnitees suffer any damage, loss, or liability, or if any legal proceedings are instituted (whether frivolous or otherwise) against any of the indemnitees with respect to work performed by or on behalf of Bulk Customer, the Indemnitees shall promptly give written notice thereof to the Bulk Customer, which shall, at its sole cost and expense, pay for or defend (with counsel reasonably acceptable to the Indemnitees) all such actions and pay for all damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) in defense of such legal proceedings unless such damage, loss, or liability was due to the negligent or intentional acts or omissions of the JCMUA, the City, or any person or entity for which the JCMUA or the City is responsible. Bulk Customer shall pay all judgments, costs, expenses, and reasonable attorneys' fees incurred by the Indemnitees and the parties herein indemnified from such legal proceedings. The indemnifications in this Agreement shall survive the term of this Agreement.

13. **Severability and Applicable Law.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement has been made and entered into in the State of New Jersey, and the laws of New Jersey shall govern the validity and interpretation hereof and the performance hereunder by the parties hereto.

14. **Choice of Venue.** Any legal action, suit or proceeding (collectively "Proceeding") arising out of or related to this Agreement shall be instituted exclusively in the Superior Court of New Jersey, Hudson County, and each party irrevocably submits to the jurisdiction of such court in any such proceeding subject to the laws of the State of New Jersey.

15. **Arbitration.** Any dispute among the Parties relating to this Agreement, other than those disputes relating to and resolved pursuant to Section 12, shall be resolved in accordance with the arbitration provisions below.

A. Any controversy, claim or question or interpretation arising out of or relating to this Agreement or the breach thereof shall be finally settled by arbitration in the State of New Jersey, under the then-effective Commercial Arbitration Rules of the American Arbitration Association as modified by this Agreement. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The award rendered by the arbitrators shall be final and binding on the Parties and not subject to further appeal. Such arbitration can be initiated by written notice to a party, which notice shall identify the claimant's selected arbitrator. The party receiving such notice shall identify its arbitrator within five (5) business days following its receipt of such notice. The arbitrator selected by the claimant and the arbitrator selected by the respondent shall, within five (5) business days of their appointment, select a third neutral arbitrator. Upon selection of the third arbitrator, all arbitrators shall become neutral. Each party shall pay the costs and expenses of the arbitrator it selected and 50% of the costs and expenses of the third arbitrator. The arbitrators shall have the authority to award any remedy or relief that a court in the State of New Jersey could order or grant, including specific performance of any obligation created under this Agreement, the issuance of injunctive or other provisional relief, or the imposition of sanctions for abuse or frustration of the arbitration process. The arbitration award will be in writing.

B. It is the intent of the Parties that any arbitration shall be concluded as quickly as practicable (but, barring extraordinary circumstances, in any event not more than twenty (20) days after the date the third arbitrator is selected). Unless the Parties otherwise agree, once commenced, the hearing on the disputed matters shall be held four (4) days a week until concluded with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. The arbitrators shall use their best efforts to issue the final award or awards within a period of five (5) business days after closure of the proceedings. Failure of the arbitrators to meet this time limit shall not be a basis for challenging the award.

C. Each Party hereby agrees that any legal proceeding instituted to enforce an arbitration award hereunder will be brought in the Superior Court of New Jersey, Hudson County.

16. **No Waiver.** The failure of any party to this Agreement to enforce any obligation or covenant created by this Agreement, or the waiver of any breach of any obligation or covenant created by this Agreement shall not be deemed a waiver of the obligation or covenant or the right to enforce the same thereafter as to any breach thereof, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Any waiver made by any party subject to this Agreement must be duly made in writing in order to be

considered a waiver of any provision of the Agreement. Further, no waiver shall relieve any surety from its original obligations on bond.

17. **Force Majeure.** Neither party hereto shall be liable for failure or delay in performing any of its obligations hereunder if such failure or delay is occasioned by compliance with any court decision or order, new law, order, proclamation, regulation or request of the United States of America or other governmental authority, or by circumstances beyond the reasonable control of the party so failing or delaying, including, without limitation, acts of God, war, insurrection, terrorism, fire, explosion, flood, drought, accident, epidemics, storms, hurricanes, landslides, power failure, mechanical failure, lack of water supply, contamination of water supply, a decrease in the State-approved Safe Yield of the Water System, a reduction or modification in the water allocation permit issued by NJDEP, or inability to obtain water treatment chemicals, materials, power or equipment necessary to enable such party to perform its obligations hereunder. Each party shall (i) promptly notify the other in writing of any such event of Force Majeure, the expected duration thereof, and its anticipated effect on the ability of such party to perform its obligations hereunder; and (ii) make reasonable efforts to remedy any such event of Force Majeure. In the case of a drought, the duration of the Force Majeure condition shall only be as long as the drought condition was officially in force for the Bulk Customer or the JCMUA, which is darning the Force Majeure, as established by the State, JCMUA, City, or any other governing body with authority to direct water-use restrictions, including under this Agreement, and if more than one entity established a drought condition, the period of Force Majeure shall be from the beginning of the first such drought condition to the end of the last the such drought condition.

18. **Entire Agreement, Amendments.** This Agreement contains the entire agreement among the parties relating to the matters discussed herein. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than herein expressed. This Agreement may be amended or modified, in whole or in part, only by written instrument executed by all parties hereto.

19. **Headings.** Paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

20. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and be obligatory upon the parties hereto, their successors in interest and title, licensees and assigns. A party shall make no assignment or transfer this Agreement without the written consent of the other parties.

21. **Signatures.** Each party represents that the signator executing the Agreement on its behalf is authorized and empowered to execute this Agreement on its behalf, that all necessary authorizations for execution of the Agreement on behalf of such party have been obtained, and that upon such execution said party shall be bound by the terms of this Agreement.

22. **Counterparts.** This Agreement may be signed in multiple counterparts,

each of which shall be deemed an original, but which, together, shall constitute an agreement.

23. **Notices.** All notices, demands, or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

- A. if personally served upon each of the parties; or
- B. if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows, which addresses may be changed by written notice to the other party:

To: City of Jersey City Business Administrator
City of Jersey City
City Hall
280 Grove Street
Jersey City, New Jersey

To: JCMUA Executive Director
Jersey City Municipal Utilities Authority
555 Route 440
Jersey City, New Jersey 07305

-and- Chief Engineer
Jersey City Municipal Utilities Authority
555 Route 440
Jersey City, New Jersey 07305

To: Bulk Customer United Water Environmental Services
Inc.
200 Old Hook Road
Harrington Park, New Jersey 07640

-and- Legal Department – Environmental
Services
United Water New Jersey, Inc.
200 Old Hook Road
Harrington Park, New Jersey 07640

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first written above.

CITY OF JERSEY CITY

Name: _____
(Please Print Clearly)

Signature: _____

Title: _____

JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

Name: _____
(Please Print Clearly)

Signature: _____

Title: _____

UNITED WATER ENVIRONMENTAL SERVICES INC.

Name: _____
(Please Print Clearly)

Signature: _____

Title: _____

SCHEDULE A

BULK CUSTOMER'S PURCHASE OPTION:

SERVICE TO BE PROVIDED

SERVICE TO BE PROVIDED IN SERVICE YEARS:

1. ANNUAL PURCHASE REQUIREMENT
1587.75 Million Gallons per Year (4.35 MGD x 365)
2. ANNUAL COMMITTED MAXIMUM
2098.75 Million Gallons per Year (5.75 MGD x 365)
3. MAXIMUM MONTHLY VOLUME
215.76 Million Gallons per Month¹
4. MAXIMUM DAILY VOLUME
6.96 Million Gallons per Day²

¹ The Maximum Monthly Volume is equal to the Annual Purchase Requirement divided by 365 days per year multiplied by 2 and multiplied by 31 days per month. The Maximum Monthly Volume is expressed in units of million gallons per month.

² The Maximum Daily Volume is equal to the Annual Purchase Requirement divided by 365 days per year multiplied by 2 and is expressed in units of million gallons per day.

SCHEDULE B

JCMUA RULES AND REGULATIONS

[SEE ATTACHED]

SCHEDULE C
POINTS OF DELIVERY
[SEE ATTACHED]

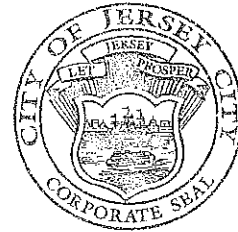
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.692

Agenda No. 10.N

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING A BULK WATER AGREEMENT ALLOWING THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY TO SELL AND DELIVER 2,555 MILLION GALLONS OF WATER PER YEAR FROM THE CITY'S WATER SYSTEM TO UNITED WATER NEW JERSEY INC.

COUNCIL

following resolution:

Offered and moved adoption of the

WHEREAS, the City owns and the Jersey City Municipal Utilities Authority ("JCMUA"), by way of a franchise agreement from the City, is responsible for the operation of the City's water supply system; and

WHEREAS, United Water New Jersey, Inc. ("United Water") operates a water supply system that serves residents and businesses in multiple municipalities; and

WHEREAS, the parties wish to enter into a contract and specify terms and conditions under which the JCMUA will sell and deliver 2,555 million gallons of water per year from the City's Water System to the United Water based on New Jersey Department of Environmental Protection ("NJDEP") requirements; and

WHEREAS, this Agreement is authorized pursuant to the Municipal and County Utilities Authorities Law, as amended (N.J.S.A. 40:14B-1 et seq.); and

WHEREAS, this Agreement shall supersede in all respects earlier agreements or understandings between the parties, written or oral, for the sale and supply of potable water for United Water; and

WHEREAS, this Agreement shall commence upon the effective date of the agreement and expire on August 31, 2017, and United Water will notify the City and the JCMUA if it wishes to renew the Agreement 6 months prior to its expiration date.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

City Clerk File No. Res. 14.692Agenda No. 10.N OCT 22 2014

TITLE:

RESOLUTION AUTHORIZING A BULK WATER AGREEMENT ALLOWING THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY TO SELL AND DELIVER 2,555 MILLION GALLONS OF WATER PER YEAR FROM THE CITY'S WATER SYSTEM TO UNITED WATER NEW JERSEY INC.

1. The City is authorized to enter into a bulk water contract with the Jersey City Municipal Utilities Authority and United Water New Jersey Inc. to supply water to United Water New Jersey Inc. with water in amounts and according to the terms set forth in the Agreement attached hereto; and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement attached hereto; and
3. The term of the Agreement shall be effective September 1, 2014 and shall expire on August 31, 2017.

CR/m
10/10/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

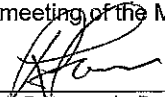
APPROVED 9-0

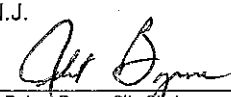
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

AGREEMENT

This Agreement made as of this 1st day of September, 2014 among the **City of Jersey City**, a municipal corporation of the State of New Jersey, having an office at 280 Grove Street, Jersey City, New Jersey 07302 ("City"); the **Jersey City Municipal Utilities Authority**, a public body corporate and politic created and existing under the laws of the State of New Jersey, having an office at 555 Route 440, Jersey City, New Jersey 07305 ("JCMUA"), and **United Water New Jersey, Inc.**, a corporation of the State of New Jersey, with offices located at 200 Old Hook Road, Harrington Park, New Jersey 07640 ("Bulk Customer").

WITNESSETH:

WHEREAS, the City owns and the JCMUA, by way of a franchise agreement from the City, is responsible for the operation of the City's water supply system; and

WHEREAS, the Bulk Customer operates a water supply system that serves residents and businesses in multiple municipalities; and

WHEREAS, the parties wish to enter into a contract and specify terms and conditions under which the JCMUA will sell and deliver water from the City's Water System to the Bulk Customer based on New Jersey Department of Environmental Protection ("NJDEP") requirements; and

WHEREAS, this Agreement is authorized pursuant to the Municipal and County Utilities Authorities Law, as amended (N.J.S.A. 40:14B-1 et seq.); and

WHEREAS, this Agreement shall supersede in all respects earlier agreements or understandings between the parties, written or oral, for the sale and supply of potable water for Bulk Customer; and

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained herein and the mutual benefits to be derived herefrom, intending to be legally bound, the parties covenant and agree as follows:

1. **Definitions.** The following words and phrases when used in this Agreement shall have the meanings set forth as follows:

a. **Agreement:** this water sales contract, which supersedes any prior agreements among the City, the JCMUA, and the Bulk Customer concerning the sale and supply of potable water.

b. **Annual Overdraft Rate:** shall have the meaning set forth in Section 6(G).

c. **Annual Purchase Requirement:** the minimum total volume of Committed Water expressed in million gallons per year the Bulk Customer is required to purchase and pay for regardless of the amount delivered during the Service Year, as set forth in Section 5(A) hereof.

d. Bulk Customer's Water System: the Bulk Customer's interest in all the personalty, equipment, vehicles, stock, tools, materials, and consumables, as well as all of the real estate, easements, buildings, structures, appurtenances, and interest therein owned, leased, or otherwise held by the Bulk Customer in connection with the production, treatment, transmission, and/or distribution of water to users of the Bulk Customer's water distribution system beginning at the Points of Delivery as defined herein and extending from the Points of Delivery throughout the geographical boundaries of the Bulk Customer's approved service area.

e. City's Water System: the Jersey City Water System is defined as the Boonton Reservoir, the Split Rock Reservoir, the Jersey City water treatment plant, the aqueduct from the Jersey City water treatment plant to the City, including its gate houses, chlorination stations, and other support facilities, the five million gallon finished water reservoir in the City, the Troy Street Pump Station, and the transmission and distribution system including meters, valves, SCADA system, and other facilities existent at the start of the Agreement or that are subsequently added or modified.

f. Committed Water: the water that is allocated from the City's Water System, which shall be available to Bulk Customer during the term of this Agreement.

g. Daily Overdraft Rate: shall have the meaning set forth in Section 6(E).

h. Effective Date: shall mean September 1, 2014.

i. Indemnitees: shall have the meaning set forth in Section 12.

j. Maximum Daily Volume: the maximum total volume of Committed and Surplus Water expressed in million gallons per day (MGD) that the Bulk Customer is permitted to purchase from the JCMUA during any day.

k. Maximum Monthly Volume: the maximum total volume of Committed and Surplus Water expressed in million gallons per month (MGM) that the Bulk Customer is permitted to purchase from the JCMUA during any month.

l. MGD: the abbreviation for million gallons per day.

m. MGM: the abbreviation for million gallons per month.

n. MGY: the abbreviation for million gallons per year.

o. NJDEP: New Jersey Department of Environmental Protection.

p. Point(s) of Delivery: those locations of JCMUA metering facilities at which water is delivered to Bulk Customer's Water System. Points of Delivery are shown on Schedule C attached hereto. Points of Delivery may be added or removed by mutual agreement of the Parties by an appropriate written modification of Schedule C.

q. Proceeding: shall have the meaning set forth in Section 14.

r. Retail Rate: the water service charge applied per one hundred cubic feet of water to customers within the Jersey City area.

s. Rules and Regulations: the rules and regulations of the JCMUA, including the duly adopted tariff, as amended, supplemented or otherwise modified from time to time, as applicable to Bulk Customer, and annexed hereto as Schedule B.

t. Service Year: the period commencing on the Effective Date of this Agreement and terminating at the end of one (1) full year. Thereafter, each successive Service Year shall commence on the anniversary of the Effective Date and run for one (1) full year.

u. State: the State of New Jersey, including all entities and/or agencies acting on its behalf.

v. Surplus Water: the water in addition to the Committed Water which the JCMUA will make available to the Bulk Customer on a regular basis during the term of this Agreement provided that the JCMUA is able to do so while meeting all obligations with respect to its bulk water customers and to its customers in the City. Surplus Water is not allocated from the Safe Yield of the Jersey City Water System.

w. USEPA: the United States Environmental Protection Agency.

2. **Recitals Incorporated.** The foregoing recitals are hereby expressly incorporated into this Agreement and made a part hereof as if set forth at length herein.

3. **Term.** This Agreement shall commence on the Effective Date and shall terminate on August 31, 2017. At least six (6) months prior to the expiration of the term set forth herein, the Bulk Customer shall notify the JCMUA and the City in writing whether or not it wishes to negotiate a renewal of this Agreement.

4. **Water Quality.** The JCMUA shall, at the Points of Delivery, provide the Bulk Customer with potable water that complies with all applicable NJDEP and USEPA laws and regulations regarding water quality. The JCMUA shall not be responsible for contamination of the water or degradation of water quality past the Point of Delivery. The JCMUA will provide the Bulk Customer with water quality reports required by and submitted to the NJDEP and/or USEPA, upon the Bulk Customer's request. The Bulk Customer shall also have access, upon reasonable notice, to the JCMUA's water quality data.

5. **Amount of Water to be Provided to Bulk Customer.**

A. The JCMUA agrees to allocate, and the Bulk Customer agrees to accept, delivery of a minimum of 2,555 MGY of potable water during a Service Year, as set forth in Schedule A, hereinafter referred to as the Annual Purchase Requirement. After each Service Year, the JCMUA will determine whether the Bulk Customer has satisfied the Annual Purchase

Requirement and, if not satisfied, the JCMUA shall invoice the Bulk Customer for the difference between the Annual Purchase Requirement and the amount actually purchased at the bulk water rate in effect at that time.

B. During each Service Year, the JCMUA agrees to allocate 7 MGD of potable water as Committed Water available to the Bulk Customer under this Agreement with a Maximum Daily Volume of 14 MGD, as set forth in Schedule A.

C. The water to be delivered by JCMUA will be furnished from supplies as JCMUA may now or hereafter use for the general supply to its customers.

D. In conformance with State established guidelines for the supply of potable water under this Agreement, the Bulk Customer agrees to the limits set forth on Schedule A.

E. Notwithstanding the aforementioned limits, the JCMUA shall supply water to the Bulk Customer on a best-efforts basis to meet extraordinary or emergency water supply needs within the Bulk Customer's Water System to the extent that such needs may be, from time to time, in excess of the limits set forth in Schedule A. It is specifically agreed that neither the Bulk Customer nor any of its customers shall have any claim or demand against JCMUA or the City by reason of the absence of adequate water supply, production, treatment, or water distribution storage reservoirs or standpipes within the Bulk Customer's Water System or any consequence which may occur therefrom. Bulk Customer does hereby release JCMUA and the City from any and all such claims or demands and agrees to indemnify, defend and save JCMUA and the City harmless from any and all such claims or demands that may be made by any entities now or hereafter supplied by Bulk Customer. The decision to supply water in excess of the stated limits is solely at the complete discretion of the JCMUA.

F. The limits set forth in Sections 5(A) and 5(B) above are expressly subject to the hydraulic capacity of the City's Water System, applicable permits and regulations, and the rights of the JCMUA's other bulk water customers and City retail customers.

6. Terms of Payment.

A. **Rates, Fees, and Meter Charges Escalation.** Except as otherwise provided herein with respect to overdrafts, during the term of this Agreement, the JCMUA agrees to sell and Bulk Customer agrees to buy and pay for water delivered at the bulk water rate in effect at the time of the Effective Date per the JCMUA's Rules and Regulations, annexed hereto as Schedule B. In the event that the rates charged by the JCMUA are raised during the term of this Agreement, as determined by the Board of Commissioners from time-to-time, the JCMUA agrees to sell and Bulk Customer agrees to buy and pay for water delivered at such new rates from the date any such change in bulk sale rates shall become effective by the JCMUA.

B. **Monthly Service Charges.** During each Service Year, Bulk Customer hereby agrees to pay the charge for water delivered by the JCMUA in accordance with this Agreement. All bills shall be rendered monthly in arrears by JCMUA and shall be payable by Bulk Customer within sixty (60) days from the date the bill is issued by the Authority. In the

event the Bulk Customer fails to render payments when due, then an interest rate of 1.5% per month shall be due and payable on all unpaid balances. Interest shall accrue beginning on the 61st day after a bill is issued by the JCMUA ("bill due date"). If there is more than one account (Point of Delivery), partial payments will be equally allocated amongst all the accounts that have amounts outstanding. Within an account, payments will be allocated first to interest, then to the oldest balance owed.

C. **Monthly Meter Charge.** To the extent that a fixed monthly meter charge per Point of Delivery is implemented by the JCMUA during the term of this Agreement, such meter charge shall be assessed on a prospective basis in accordance with the JCMUA's Rules and Regulations, annexed hereto as Schedule B.

D. **Billing Disputes.** If Bulk Customer disputes a bill in good faith, Bulk Customer must, on or before the bill due date, (a) pay the undisputed portion of the bill, and (b) notify the JCMUA in writing of the basis for the dispute. If the dispute is regarding meter accuracy, a meter test will be performed by any qualified firm acceptable to the JCMUA and the Bulk Customer. If the meter test proves that the meter is within the accuracy limits of +/- 1.5% of actual flow, Bulk Customer shall, within two (2) business days of such meter test, pay to the JCMUA the disputed portion of the bill, together with accrued interest from the invoice date, and the cost of the meter test. If the meter test proves that the meter is not within the accuracy limits set forth above, a billing adjustment will be made in accordance with such regulations, the JCMUA will pay for the cost of the meter test, and the meter will be replaced or recalibrated at the JCMUA's option and expense.

E. **Daily Overdraft Service.** Bulk Customer shall pay the JCMUA monthly, a Daily Overdraft Rate for usage other than described in Section 5(E), consisting of 120 percent of the product of the Retail Rate multiplied by the amount of water taken in excess of the Maximum Daily Volume for each day during any calendar month in which Bulk Customer's diversions exceed the limitations set forth in Schedule A. Bulk Customer shall not be responsible for the Daily Overdraft Rate if Bulk Customer's exceeding the Maximum Daily Volume is a result of any break to a water main line, on the condition that sufficient documentation of said break is provided and acceptable to the JCMUA and the NJDEP. The JCMUA will include all daily overdraft charges on its monthly bill to Bulk Customer and such bill will be paid in accordance with Section 6(B) hereof. Receipt and acceptance of this payment for exceeding the Maximum Daily Volume shall not, in any way, change the water delivery limits as stated herein.

F. **Monthly Overdraft Service.** In addition to the daily overdraft charges described in Section 6(E) hereof, Bulk Customer shall pay the JCMUA quarterly, a Monthly Overdraft Rate for usage other than described in Section 5(E), consisting of 120 percent of the product of the Retail Rate multiplied by the amount of water taken in excess of the Maximum Monthly Volume for each month during any calendar month in which Bulk Customer's diversions exceed the limitations set forth in Schedule A. Bulk Customer shall not be responsible for the Monthly Overdraft Rate if Bulk Customer's exceeding the Maximum Monthly Volume is a result of any break to a water main line, on the condition that sufficient documentation of said break is provided and acceptable to the JCMUA and the NJDEP. Bulk Customer agrees to make quarterly payments for the Monthly Overdraft Service referenced herein not later than sixty (60)

days from the date the bill is issued by the JCMUA for said quarter. Receipt and acceptance of this payment for exceeding the Maximum Monthly Volume shall not, in any way, change the water delivery limits as stated herein.

G. **Annual Overdraft Service.** In addition to the daily and monthly overdraft charges described in Sections 6(E) and 6(F) hereof, Bulk Customer shall pay the JCMUA the Annual Overdraft Rate for usage other than described in Section 5(E), consisting of 115 percent of the product of the Retail Rate multiplied by the volume of water taken in excess of the Bulk Customer's Annual Purchase Requirement set forth in Schedule A. Purchaser agrees to make annual water payments for the Annual Overdraft Service referenced herein not later than sixty (60) days from the date the bill is issued by the Authority. Bulk Customer shall not be responsible for the Annual Overdraft Rate if Bulk Customer's exceeding the Annual Purchase Requirement is a result of any break to a water main line, on the condition that sufficient documentation of said break is provided and acceptable to the JCMUA and the NJDEP.

H. **New or Replaced Points of Delivery.** The entire cost of new, changed, or replaced Points of Delivery, including engineering and construction costs incurred by the JCMUA will be paid by the Bulk Customer. The JCMUA shall invoice the Bulk Customer for its costs of the Point(s) of Delivery. Alternatively, the JCMUA may ask the Bulk Customer to construct some or all of the Points of Delivery, subject to oversight by the JCMUA engineering personnel and consultants.

I. **Connection Fee.** New and enlarged connections (after the start of this Agreement) shall require payment of a Connection Fee in accordance with the JCMUA's Rules and Regulations, annexed hereto as Schedule B. This Connection Fee is separate from and in addition to the cost of the physical connection and Points of Delivery.

J. **Other Fees and Charges.** Bulk Customer is liable for any of the fees and charges of the JCMUA as stated in the JCMUA's Rules and Regulations not specified herein. The Rules and Regulations in effect on the Effective Date are attached hereto as Schedule B.

7. **Points of Delivery.**

A. **Access.**

The Bulk Customer shall provide the JCMUA and its duly authorized representatives with access to the Points of Delivery within one (1) business day of receipt of a written request for non-emergencies and within two (2) hours of receipt of a written request for emergencies for:

- i. Inspection, repair, replacement or calibration of meters or any other JCMUA-owned property;
- ii. Inspection of the entire Points of Delivery; and/or
- iii. Repairs or replacements of components of the Points of Delivery.

B. JCMUA Rights/Responsibilities.

The JCMUA shall have the right to:

- i. Read meters by remote devices that do not require entry into locked areas at any time without notice.
- ii. Make repairs or replacements of the Point of Delivery components owned by the Bulk Customer and charge the cost thereof to the Bulk Customer if:
 - a. The JCMUA has provided written notice to the Bulk Customer of a condition that threatens or has the potential to threaten, in the JCMUA's sole judgment, the loss of water upstream of a Point of Delivery; water quality; protection of or operation of a meter or flow recording, reading, data storage, or transmitting device owned by the JCMUA; or malfunction of a meter flow recording, reading, or transmittal device owned by the Bulk Customer upon which the JCMUA relies on the information; and
 - b. The Bulk Customer fails to make the repairs or replacements needed to fully correct the conditions listed in Section 7(B)ii.a., above, after receiving written notice from the JCMUA within the time period specified in said notice. The time period specified in the JCMUA's notice shall be reasonable for the nature and severity of the problem. Water leaks upstream of the meter shall be temporarily repaired within one (1) day and permanently repaired as soon as possible thereafter. A condition that causes or threatens to cause a loss of protection of or interference with the operation of meter reading, recording, or transmitting device owned by the JCMUA shall be repaired within five (5) business days. A condition that causes or threatens to cause the malfunction of a meter reading, recording, or transmitting device owned by the Bulk Customer upon which the JCMUA relies on the information therefrom shall be repaired within five (5) business days.
- iii. Only the JCMUA or its authorized representative shall have authority to operate any valves or other equipment between the Water System's aqueducts or water mains from the tap to the Points of Delivery or to make any repairs or replacements thereto.

C. Bulk Customer Rights/Responsibilities.

The Bulk Customer:

- i. Is responsible for undertaking and paying for the design and construction of all Point of Delivery components except as stated herein.

- ii. Shall notify the JCMUA before testing any pumps, backflow devices, check valves, meters, instruments, data recording and transmitting devices, or machinery which would change the normal flow or pressure at the Point of Delivery to allow for the presence of an employee or authorized representative of the JCMUA.
- iii. Shall be solely responsible for payment of all utilities in connection with the operation of the Points of Delivery with the exception of any data transmission telephone line or utility serving only the JCMUA.

8. **Meter(s).** All water delivered to the Bulk Customer shall be continuously measured by one or more meters located at each Point of Delivery.

A. The JCMUA shall:

- i. Own all meters and remote reading devices used to measure the flow of water;
- ii. Specify and approve the initial meter at each Point of Delivery;
- iii. Select, purchase, install, and pay for any replacement meters including the selection of a different meter type or manufacturer;
- iv. Have the right to read the meter(s) at any time without notice through remote reading devices that do not require entry into a locked space;
- v. Have the right to calibrate the meter(s) at any time. JCMUA shall provide the Bulk Customer with a copy of the calibration results upon Bulk Customer's request; and
- vi. Have the right to install data recording and transmitting devices including recorders, charts, radio transmitting and receiving equipment, telephone lines, and Internet connections.

B. The Bulk Customer shall:

- i. Pay for the initial meter(s) at each Point of Delivery;
- ii. Install the initial meters, remote reading devices, totalizers, data recording and transmitting devices to allow the JCMUA to continuously monitor the water diverted from the City's Water System. Any and all installations shall be in accordance with JCMUA specifications. The initial installment must be pre-approved by the JCMUA and completed in the presence of a JCMUA representative; and
- iii. Immediately notify JCMUA of any apparent or suspected damage or need for repair or replacement of a meter, wiring, remote reading device, or any other

City-owned instrumentation.

9. **Agency Approval.** This Agreement shall be filed by the JCMUA with and subject to approval or consent of the New Jersey Bureau of Water Allocation, Division of Water Supply, within the NJDEP and any other governmental agencies whose approval or consent may be required.

10. **Termination for Non-Payment and Other Actions for Non-Payment.** In the event that any invoice or fee becomes overdue by more than ninety (90) days, the JCMUA may terminate this Agreement upon thirty (30) days' written notice. In the event of termination for non-payment, the Bulk Customer shall be responsible for all costs incurred by the JCMUA in disconnecting the City's Water System from the Bulk Customer's Water System.

11. **Water Use Restrictions, Water Emergencies.**

A. Any JCMUA notice of water use restrictions or water emergencies shall specify the minimum level of water use restriction that must go into effect and may direct more-stringent water use restrictions than imposed by the State.

B. The JCMUA may only give notice requiring Bulk Customer to put into effect water-use restrictions upon one or more of the following conditions:

- i. A State of Water Emergency has been declared by the JCMUA or the City for the City of Jersey City.
- ii. A State of Water Emergency has been declared by the State or any other governmental entity having authority to make such a declaration for the counties of Sussex, Hudson, Morris, or the county where the Bulk Customer is located or any other county affecting the City's Water System.
- iii. Upon the State's direction that the City's Water System provide bulk water to another water system due to an emergency in that system.
- iv. As a result of any other existing or imminent condition, limitation, mechanical failure, or circumstance that makes the City's Water System unable to provide the quantity of water the JCMUA's retail and bulk customers normally consume.

12. **Indemnification.** The Bulk Customer hereby agrees to indemnify, defend, and hold harmless the JCMUA and the City, and all of their officers, employees, agents, and affiliates (together, the "Indemnitees") from and against all demands, claims, actions, judgments, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) in connection with the acts and omissions of the Bulk Customer, its officers, employees, agents, contractors, and affiliates, related to the supply of water to Bulk Customer's service area, including, but not limited to, claims relating to the Bulk Customer's negligent operation of its own water distribution system. If the Indemnitees suffer any damage, loss, or liability, or if any

legal proceedings are instituted (whether frivolous or otherwise) against any of the Indemnitees with respect to work performed by or on behalf of Bulk Customer, the Indemnitees shall promptly give written notice thereof to the Bulk Customer, which shall, at its sole cost and expense, pay for or defend (with counsel reasonably acceptable to the Indemnitees) all such actions and pay for all damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) in defense of such legal proceedings unless such damage, loss, or liability was due to the negligent or intentional acts or omissions of the JCMUA, the City, or any person or entity for which the JCMUA or the City is responsible. Bulk Customer shall pay all judgments, costs, expenses, and reasonable attorneys' fees incurred by the Indemnitees and the parties herein indemnified from such legal proceedings. The indemnifications in this Agreement shall survive the term of this Agreement.

13. **Severability and Applicable Law.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement has been made and entered into in the State of New Jersey, and the laws of New Jersey shall govern the validity and interpretation hereof and the performance hereunder by the parties hereto.

14. **Choice of Venue.** Any legal action, suit or proceeding (collectively "Proceeding") arising out of or related to this Agreement shall be instituted exclusively in the Superior Court of New Jersey, Hudson County, and each party irrevocably submits to the jurisdiction of such court in any such proceeding subject to the laws of the State of New Jersey.

15. **Arbitration.** Any dispute among the Parties relating to this Agreement, other than those disputes relating to and resolved pursuant to Section 12, shall be resolved in accordance with the arbitration provisions below.

A. Any controversy, claim or question or interpretation arising out of or relating to this Agreement or the breach thereof shall be finally settled by arbitration in the State of New Jersey, under the then-effective Commercial Arbitration Rules of the American Arbitration Association, as modified by this Agreement. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The award rendered by the arbitrators shall be final and binding on the Parties and not subject to further appeal. Such arbitration can be initiated by written notice to a party, which notice shall identify the claimant's selected arbitrator. The party receiving such notice shall identify its arbitrator within five (5) business days following its receipt of such notice. The arbitrator selected by the claimant and the arbitrator selected by the respondent shall, within five (5) business days of their appointment, select a third neutral arbitrator. Upon selection of the third arbitrator, all arbitrators shall become neutral. Each party shall pay the costs and expenses of the arbitrator it selected and 50% of the costs and expenses of the third arbitrator. The arbitrators shall have the authority to award any remedy or relief that a court in the State of New Jersey could order or

grant, including specific performance of any obligation created under this Agreement, the issuance of injunctive or other provisional relief, or the imposition of sanctions for abuse or frustration of the arbitration process. The arbitration award will be in writing.

B. It is the intent of the Parties that any arbitration shall be concluded as quickly as practicable (but, barring extraordinary circumstances, in any event not more than twenty (20) days after the date the third arbitrator is selected). Unless the Parties otherwise agree, once commenced, the hearing on the disputed matters shall be held four (4) days a week until concluded with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. The arbitrators shall use their best efforts to issue the final award or awards within a period of five (5) business days after closure of the proceedings. Failure of the arbitrators to meet this time limit shall not be a basis for challenging the award.

C. Each Party hereby agrees that any legal proceeding instituted to enforce an arbitration award hereunder will be brought in the Superior Court of New Jersey, Hudson County.

16. **No Waiver.** The failure of any party to this Agreement to enforce any obligation or covenant created by this Agreement, or the waiver of any breach of any obligation or covenant created by this Agreement shall not be deemed a waiver of the obligation or covenant or the right to enforce the same thereafter as to any breach thereof, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Any waiver made by any party subject to this Agreement must be duly made in writing in order to be considered a waiver of any provision of the Agreement. Further, no waiver shall relieve any surety from its original obligations on a bond.

17. **Force Majeure.** Neither party hereto shall be liable for failure or delay in performing any of its obligations hereunder if such failure or delay is occasioned by compliance with any court decision or order, new law, order, proclamation, regulation or request of the United States of America or other governmental authority, or by circumstances beyond the reasonable control of the party so failing or delaying, including, without limitation, acts of God, war, insurrection, terrorism, fire, explosion, flood, drought, accident, epidemics, storms, hurricanes, landslides, power failure, mechanical failure, lack of water supply, contamination of water supply, a decrease in the State-approved Safe Yield of the Water System, a reduction or modification in the water allocation permit issued by NJDEP, or inability to obtain water treatment chemicals, materials, power or equipment necessary to enable such party to perform its obligations hereunder. Each party shall (i) promptly notify the other in writing of any such event of Force Majeure, the expected duration thereof, and its anticipated effect on the ability of such party to perform its obligations hereunder; and (ii) make reasonable efforts to remedy any such event of Force Majeure. In the case of a drought, the duration of the Force Majeure condition shall only be as long as the drought condition was officially in force for the Bulk Customer or the JCMUA, which is claiming the Force Majeure, as established by the State, JCMUA, City, or any other governing body with authority to direct water-use restrictions, including under this Agreement, and if more than one entity established a drought condition, the period of Force

Majeure shall be from the beginning of the first such drought condition to the end of the last the such drought condition.

18. **Entire Agreement, Amendments.** This Agreement contains the entire agreement among the parties relating to the matters discussed herein. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than herein expressed. This Agreement may be amended or modified, in whole or in part, only by written instrument executed by all parties hereto.

19. **Headings.** Paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

20. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and be obligatory upon the parties hereto, their successors in interest and title, licensees and assigns. A party shall make no assignment or transfer this Agreement without the written consent of the other parties.

21. **Signatures.** Each party represents that the signator executing the Agreement on its behalf is authorized and empowered to execute this Agreement on its behalf, that all necessary authorizations for execution of the Agreement on behalf of such party have been obtained, and that upon such execution said party shall be bound by the terms of this Agreement.

22. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but which, together, shall constitute on agreement.

23. **Notices.** All notices, demands, or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been property given or sent:

A. if personally served upon each of the parties; or

B. if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows, which addresses may be changed by written notice to the other party:

To: City of Jersey City

Business Administrator
City of Jersey City
City Hall
280 Grove Street
Jersey City, New Jersey 07302

To: JCMUA

Executive Director
Jersey City Municipal Utilities Authority
555 Route 440
Jersey City, New Jersey 07305

-and-

Chief Engineer
Jersey City Municipal Utilities Authority
555 Route 440
Jersey City, New Jersey 07305

To: Bulk Customer

United Water New Jersey, Inc.
200 Old Hook Road
Harrington Park, New Jersey 07640

-and-

Legal Department – Operations
United Water New Jersey, Inc.
200 Old Hook Road
Harrington Park, New Jersey 07640

[PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first written above.

CITY OF JERSEY CITY

Name: _____
(Please Print Clearly)

Signature: _____

Title: _____

JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

Name: _____
(Please Print Clearly)

Signature: _____

Title: _____

UNITED WATER NEW JERSEY, INC.

Name: _____
(Please Print Clearly)

Signature: _____

Title: _____

SCHEDULE A
BULK CUSTOMER'S PURCHASE OPTION:
SERVICE TO BE PROVIDED

SERVICE TO BE PROVIDED IN SERVICE YEARS:

1. ANNUAL PURCHASE REQUIREMENT
2,555 Million Gallons per Year (7 MGD x 365)
2. MAXIMUM MONTHLY VOLUME
434.0 Million Gallons per Month¹
3. MAXIMUM DAILY VOLUME
14.0 Million Gallons per Day²

¹ The Maximum Monthly Volume is equal to the Annual Purchase Requirement divided by 365 days per year multiplied by 2 and multiplied by 31 days per month. The Maximum Monthly Volume is expressed in units of million gallons per month.

² The Maximum Daily Volume is equal to the Annual Purchase Requirement divided by 365 days per year multiplied by 2 and is expressed in units of million gallons per day.

SCHEDULE B

JCMUA RULES AND REGULATIONS

[SEE ATTACHED]

SCHEDULE C
POINTS OF DELIVERY

[SEE ATTACHED]

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.693

Agenda No. 10.0

Approved: OCT 22 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING AND AUTHORIZING THE SUBMISSION/APPROVAL TO THE URBAN ENTERPRISE ZONE AUTHORITY FOR A REVISION OF THE URBAN ENTERPRISE ZONE BOUNDARY MAP

Council offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City and the Jersey City Economic Development Corporation (JCEDC) have prepared a revision to the Urban Enterprise Zone boundaries for submission to the Urban Enterprise Zone Authority; and

WHEREAS, the sole purpose of this revision is to include 455 Third Street, Jewel Electric, on the UEZ Boundary Map.

WHEREAS, this revision is to correct a technical error that occurred in map production during a previous zone boundary modification in 2005.

WHEREAS, the Jersey City Economic Development Corporation Urban Enterprise Zone Program seeks to include 455 Third Street, Jewel Electric, within the Urban Enterprise Zone Boundary Map.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby Authorizes and directs submission of said Urban Enterprise Zone boundary revision to the New Jersey Enterprise Zone Authority.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

1. Full Title of Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING AND AUTHORIZING THE SUBMISSION/APPROVAL TO THE URBAN ENTERPRISE ZONE AUTHORITY FOR A REVISION OF THE URBAN ENTERPRISE ZONE BOUNDARY MAP

2. Name and Title of Person Initiating the Resolution

Florence Baron, Development Officer
Jersey City Economic Development Corporation (JCEDC)
201-333-7797x1205

3. Concise Description and Reason for the Proposed Program, Project:

Jewel Electric, 455 Third Street, was a UEZ certified business since April 28, 1989. As a result of a technical error in changing the map in 2005, they were no longer in a UEZ zone. When Jewel Electric attempted to re-enter in 2014, they were told by the New Jersey Urban Enterprise Zone Authority that they could not re-enter the program. Jewel Electric contacted the City Administration and Jersey City Economic Development Corporation (JCEDC). JCEDC reviewed Jewel Electric's UEZ files and past Boundary Modification files. Upon close examination of JCEDC's files on past UEZ Boundary Modifications, JCEDC discovered that early UEZ maps indicate Jewel Electric clearly in the UEZ. In March 2005, an outside vendor was hired by JCEDC to produce four full size color maps of Jersey City's UEZ boundaries as well as a CD file of the map in jpeg format. The maps were accepted as is and a portion of Third Street was not highlighted as being in the zone.

This revision to the UEZ map is for the sole purpose of rectifying this oversight by including a portion of Third Street back on the UEZ map which will make Jewel Electric UEZ compliant.

4. Cost of Proposed Program, Project, etc.:

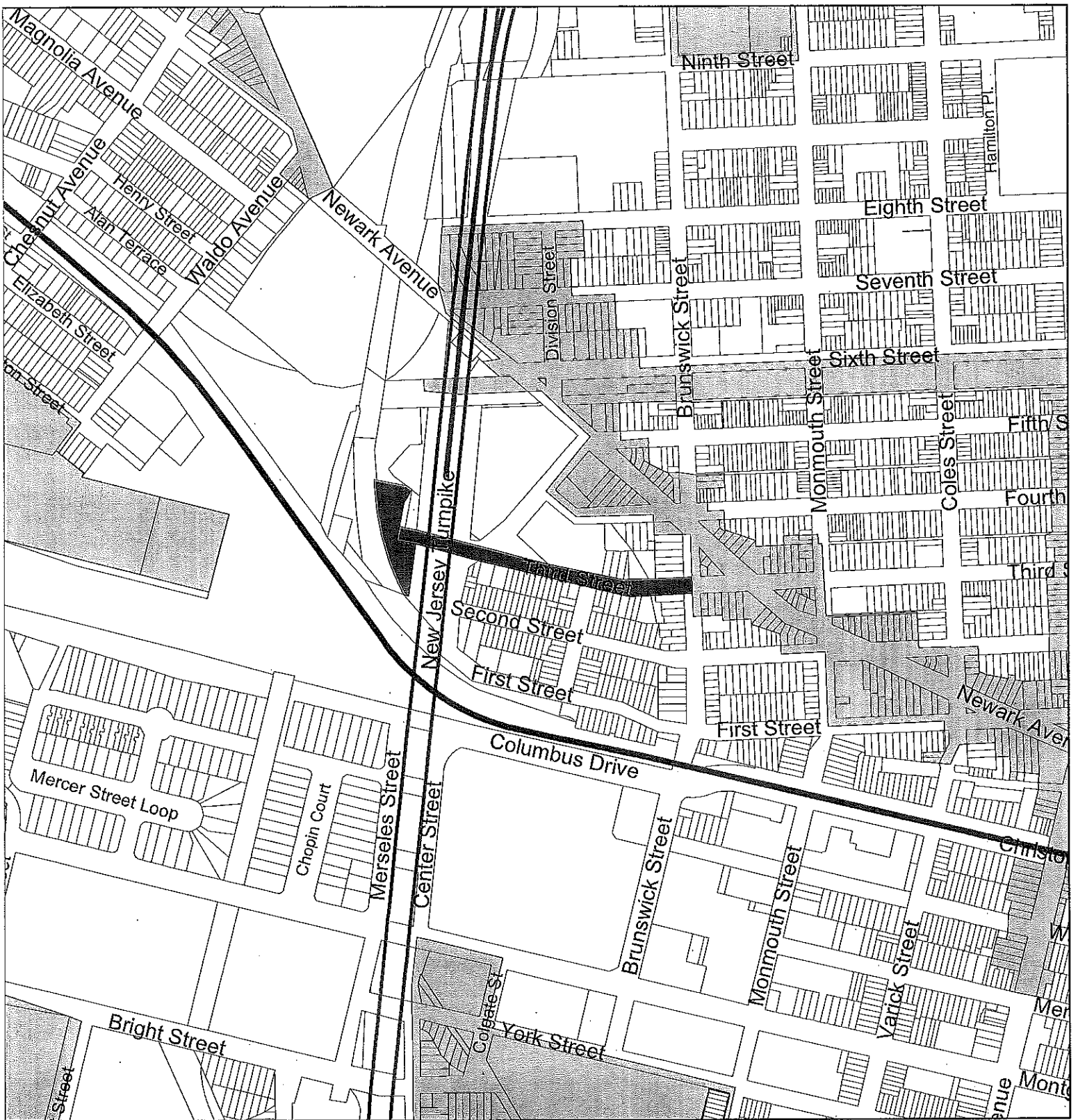
There are no costs to this project.

5. Date proposed Program or Project will commence:

Upon approval by Urban Enterprise Zone Authority (UEZA)

6. Anticipated Completion Date:






N/A



JERSEY CITY, NEW JERSEY URBAN ENTERPRISE ZONE

Proposed Map Modification
September 10, 2014

Legend

-  Major Highways
-  PATH
-  Hudson-Bergen Light Rail
-  Existing UEZ Zone
-  Proposed Modification to the UEZ



STEVEN M. FULOP, Mayor
Anthony Cruz, Director
Department of Housing Economic Development and Commerce
Robert D. Colter, PP, FAICP, Director
Division of City Planning



**RESOLUTION 20140930-6 OF THE JERSEY CITY ECONOMIC
DEVELOPMENT CORPORATION**

**RESOLUTION OF THE JERSEY CITY ECONOMIC DEVELOPMENT
CORPORATION RATIFYING THE ACTIONS OF THE EXECUTIVE COMMITTEE**

WHEREAS, a resolution to approve a revision to the UEZ Boundary Map was submitted by JCEDC management to the JCEDC Executive Committee for review and disposition on September 11, 2014, and;

WHEREAS, the sole purpose of this revision is to include 455 Third Street, Jewel Electric, on the UEZ boundary map.

WHEREAS, this revision is to correct a technical error that occurred in map production during a previous zone boundary modification in 2005.

WHEREAS, the Executive Committee approved the resolution on September 12th, 2014;

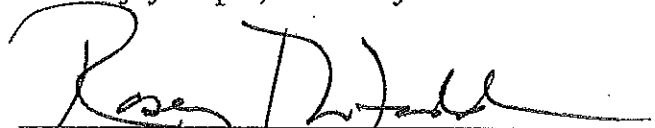
WHEREAS, the Executive Committee is authorized to act on behalf of the Corporation;

WHEREAS, the Jersey City Economic Development Corporation is recommending to City Council approval of this amendment.

NOW THEREFORE BE IT RESOLVED, ON SEPTEMBER 30, 2014, the Board of Trustees of the Jersey City Economic Development Corporation hereby ratifies the actions of the Executive Committee.

APPROVED 

Vijay Gupta, Secretary



Rosemary McFadden, Chair

APPROVED

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.694

Agenda No. 10.P

Approved: OCT 22 2014

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
EXCHANGE PLACE BEGINNING NOON AND ENDING 8:00 P.M.,
SATURDAY, OCTOBER 25, 2014 (RAIN DATE: SATURDAY, NOVEMBER 1,
2014) AT THE REQUEST OF SARASWATI CULTURAL ASSOCIATION FOR
THE PURPOSE OF CELEBRATING FESTIVAL OF LIGHTS DIWALI TO
PROMOTE ETHNIC HARMONY**

WHEREAS, the Division of Architecture Engineering, Traffic and Transportation has received an application from the Saraswati Cultural Association to close Exchange Place beginning Noon and ending 8:00 p.m. on Saturday, October 25, 2014, (rain date: Saturday, November 1, 2014) for the purpose of celebrating Festival of Lights Diwali to promote ethnic harmony; and

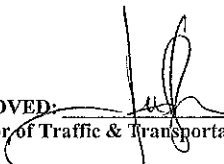
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Chapter 122, Section 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8) and 296-73(D) and Chapter 122, Section 122-8 (A) as the application for the street closing has been filed by a nonresident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 Chapter 122, Section 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 8:00 p.m. on Saturday, October 25, 2014, (rain date: Saturday, November 1, 2014).

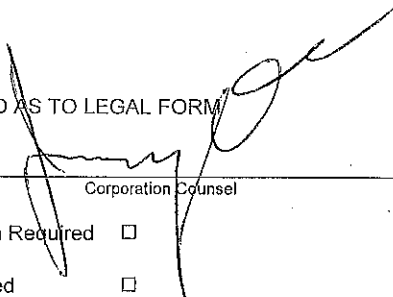
APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

JDS:pc1
(09.29.14)

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

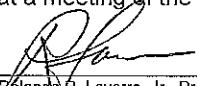
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: celebrating Festival of Lights Diwali to promote ethnic harmony

BEGINS: Noon ENDS: 8PM

Saturday, October 25 (rain date November 1), 2014

APPLICANT: Anita Chadha

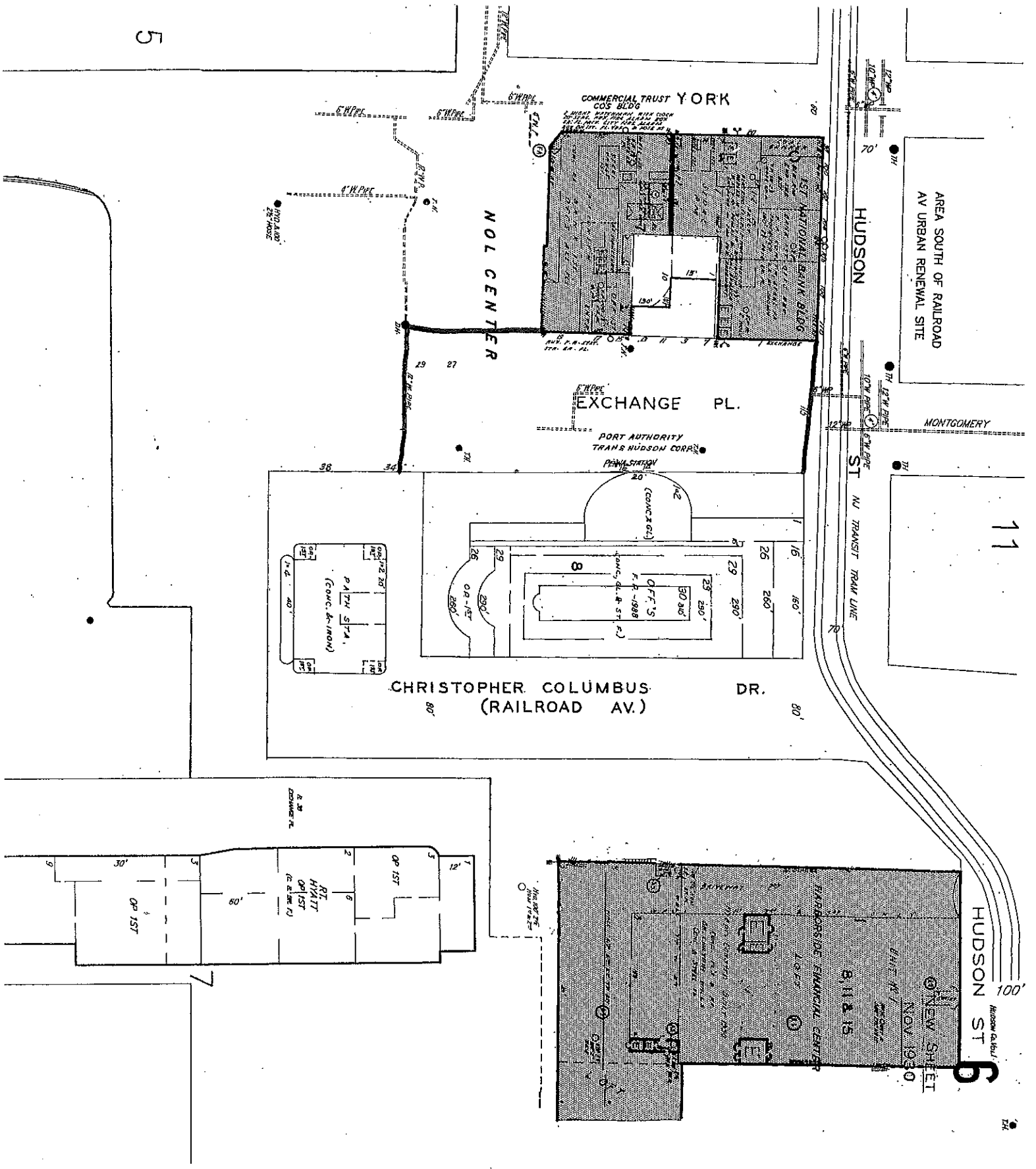
ORGANIZATION : Saraswati Cultural Association

ADDRESS: 186 Clendenny Av

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.938.0488

BEING WAIVED: Nonresident



RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING NOON AND ENDING 8:00 P.M., SATURDAY, OCTOBER 25, 2014 (RAIN DATE: SATURDAY, NOVEMBER 1, 2014) AT THE REQUEST OF SARASWATI CULTURAL ASSOCIATION FOR THE PURPOSE OF CELEBRATING FESTIVAL OF LIGHTS DIWALI TO PROMOTE ETHNIC HARMONY

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Anita Chadha on behalf of Saraswati Cultural Association, 186 Clendenny Avenue, ICNJ 07304, 201.939.0488	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@icnj.org

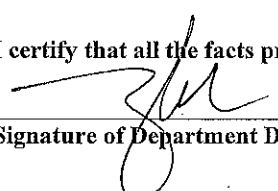
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING NOON AND ENDING 8:00 P.M., SATURDAY, OCTOBER 25, 2014 (RAIN DATE: SATURDAY, NOVEMBER 1, 2014) FOR THE PURPOSE OF CELEBRATING FESTIVAL OF LIGHTS DIWALI TO PROMOTE ETHNIC HARMONY

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-695

Agenda No. 10.0

Approved: OCT 22 2014



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET AND MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, OCTOBER 25, 2014 AT THE REQUEST OF THE HUMANITY PRIDE PRODUCTIONS FOR THE PURPOSE OF JERSEY CITY PRIDE

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Jersey City Pride on behalf of Humanity Pride Productions to close both Grove Street from Montgomery Street to Mercer Street and Mercer Street from Marin Boulevard to Grove Street beginning 9:00 a.m. and ending 8:00 p.m. Saturday, October 25, 2014 for the purpose of Jersey City Pride; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close both Grove Street and Mercer Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident, more than one block at a time will be closed and the event will start earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Grove Street from Montgomery Street to Mercer Street and Mercer Street from Marin Boulevard to Grove Street beginning 9:00 a.m. and ending 8:00 p.m. Saturday, October 25, 2014.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

JDS:pcl
(10.08.14)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS, GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET AND MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, OCTOBER 25, 2014 AT THE REQUEST OF THE HUMANITY PRIDE PRODUCTIONS FOR THE PURPOSE OF JERSEY CITY PRIDE

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Jersey City Pride on behalf of Humanity Pride Productions, 245 Van Vorst Street, JCNJ 201.787.7449	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

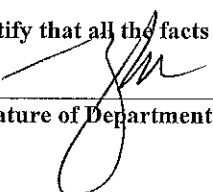
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING CLOSING GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET AND MERCER STREET FROM MARIN BOULEVARD TO GROVE STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, OCTOBER 25, 2014 FOR THE PURPOSE OF JERSEY CITY PRIDE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/14/14
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: GROVE ST from MONTGOMERY ST to MERCER ST
MERCER ST from MARIN BLVD to GROVE ST

PURPOSE OF EVENT: Jersey City Pride

BEGINS: 9AM ENDS: 8PM
Saturday, October 25, 2014

APPLICANT: Jersey City Pride

ORGANIZATION : Humanity Pride Productions

ADDRESS: 245 Van Vorst St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.787.7449

BEING WAIVED: More than one block at a time closed, nonresident, start time

ENTIRE SHEET
URBAN RENEWAL SITE



27

GROVE

ST.

28

ST.

ST.

23

MERCER

ST.

CITY HALL
N.C.

201

PARK'S

MC INNER
CITY MISSION

200

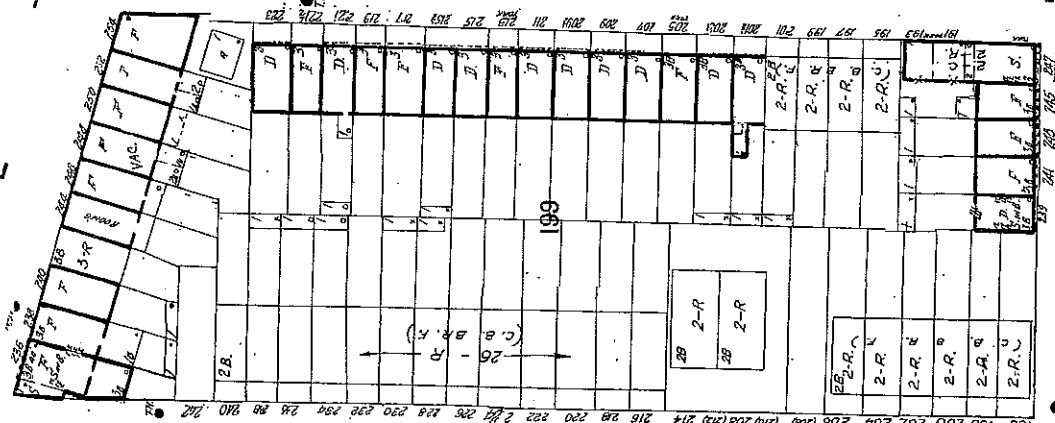
ALL BELL

PARK'S-P

(LUIS MUÑOZ) MARIN BLVD.
(CHENDERSON)

100'

20



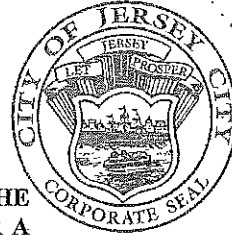
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.696

Agenda No. 10.R

Approved: OCT 22 2014

TITLE:



RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON SEPTEMBER 9, 2014 FOR A CONTRACT KNOWN AS FIRST STREET PARK (VILLAGE PARK) - RENOVATION, PROJECT NO. 2010-014

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as First Street Park (Village Park) - Renovation, Project No. 2010-014 (Project); and

WHEREAS, on September 9, 2014, the City of Jersey City (City) received three (3) bids which were:

V & K Construction, Inc.	\$620,000.00
A-Tech Concrete Company	\$663,800.00
Zenith Construction Services, Inc.	\$716,625.00

WHEREAS, these bids substantially exceed the Division of Architecture's (Division) pre-bid estimate for this Project of \$487,000.00; and

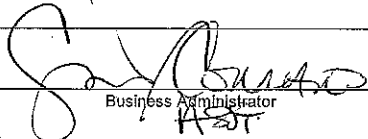
WHEREAS, the City's Director of Architecture, Engineering, Traffic and Transportation recommends that all bids be rejected; and

WHEREAS, since this project has been publically advertised, bid and exceeds the Architect pre-bid estimate on two separate occasions, the City can now negotiate a contract pursuant to N.J.S.A. 40A:11-5(3); and

WHEREAS, N.J.S.A. 40A:11-13.2(a) authorize the rejection of all bids when bids substantially exceed the pre-bid estimate;

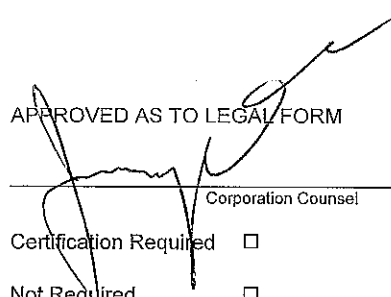
NOW THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, all bids received by the City on September 9, 2014 for a contract known as First Street Park (Village Park) - Renovation, Project No. 2010-014 are rejected and the Purchasing Agent is authorized to negotiate a contract.

RR/ab
September 30, 2014

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

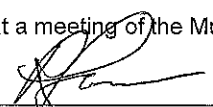
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

BID RESULTS (2nd Bid) for FIRST STREET PARK Project # 2010-014

V & K Construction, Inc.

37 Bartha Avenue
Edison, NJ 008817

Base Bid #1	\$615,200.00
Unit Price # 2	\$ 2,400.00
Unit Price # 3	\$ 2,400.00
Grand Total Bid Price (Base Bid, Unit Price # 2 & 3)	\$620,000.00

A-Tech Concrete Company

11 Taylor Road
Edison, NJ 008817

Base Bid #1	\$663,000.00
Unit Price # 2	\$ 300.00
Unit Price # 3	\$ 500.00
Grand Total Bid Price (Base Bid, Unit Price # 2 & 3)	\$663,800.00

Zenith Construction Services, Inc.

365 Thomas Blvd
Orange, NJ 07050

Base Bid #1	\$713,000.00
Unit Price # 2	\$ 1,125.00
Unit Price # 3	\$ 2,500.00
Grand Total Bid Price (Base Bid, Unit Price # 2 & 3)	\$ 716,625.00

ms.



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 1, 2014

TO : Peter Folgado, Purchasing Agent, QPA, RPPO

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation

SUBJECT : First Street Park (Village Park) - Renovation
Project No. 2010-014

This office has reviewed the three (3) bids received in this regard and recommend that all the bids be rejected. All bids received substantially exceeded the Division of Architecture's pre-bid estimate for the project of \$487,000.00. After discussions with the Law Department in this regard with the rejection of these bids, the City can now negotiate a contract.

A Resolution rejecting all bids received by the City of Jersey City on October 22, 2014 for a contract known as First Street Park (Village Park) - Renovation, is attached.

If you need any additional information, please do not hesitate to call.

ab

RECEIVED
2014 OCT - 3 AM 11:49
CITY OF JERSEY CITY
LAW DEPARTMENT



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 30, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation

SUBJECT : First Street Park (Village Park) - Renovation
Project No. 2010-014

Attached for your consideration is the Resolution rejecting bids (second bidding) received for a contract known as First Street Park (Village Park) Renovation. The three (3) bids received in this regard, substantially exceeded the Division of Architecture's pre-bid estimate for the project of \$487,000.00.

After discussions with the Law Department in this regard with the rejection of these bids, the City can now negotiate a contract.

If you need any additional information, please do not hesitate to call.

ab

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-697

Agenda No. 10.S

Approved: OCT 22 2014



TITLE: RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY GOLD TYPE BUSINESS MACHINES FOR E-TICKETING SERVICES TO THE DEPARTMENT OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) through the Division of Public Safety Department of Police maintains the operation of the City e-ticketing system; and

WHEREAS, the City awarded a contract without public bidding to Gold Type Business Machines pursuant to N.J.S.A. 40A:11-12 to provide e-ticketing software and hardware; and

WHEREAS, GTBM holds state contract A69834; and

WHEREAS, state contract A69834 does not include e-ticketing software and hardware; and

WHEREAS, the City was mistaken on the specific goods and services covered under state contract A69834; and

WHEREAS, the services provided by Gold Type Business Machines resulted in costs of \$175,586.36; and

WHEREAS, Robert Baker, Sr. Fiscal Officer for the Police Department, reviewed Gold Type Business Machines request for payment and has certified that Gold Type Business Machine's bill for providing such services is fair and reasonable; and

WHEREAS, Gold Type Business Machine performed the services in good faith and is entitled to receive payment for the value of services; and

WHEREAS, the sum of \$175,586.36 is available in Account No.01-203-25-240-310;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) the Purchasing Agent is hereby authorized to pay Gold Type Business Machine the sum of \$175,586.36 for services, related to the City e-ticketing system; and
- 2) the approval of this payment is subject to the execution of a release by Gold Type Business Machines releasing the City from any liability in connection with claims that it may have against the City for providing repair services; and
- 3) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;

I, _____ (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds (\$175,586.36) available for the payment of the above resolution in Account No. 01-203-25-240-310

APPROVED: _____

APPROVED: _____
Business Administrator

NC 8084346

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY GOLD TYPE BUSINESS MACHINES FOR E-TICKETING SERVICES TO THE DEPARTMENT OF POLICE.

Initiator

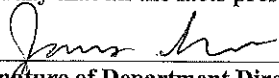
Department/Division	Police	Public Safety
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njjcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City was mistaken on the specific goods and services covered under state contract A69834 and the services provided by Gold Type Business Machines resulted in costs of \$175,586.36.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/2/14
Date

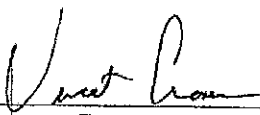
AFFIDAVIT OF VINCENT CRONEN

STATE OF NEW JERSEY }
COUNTY OF BERGEN }

The undersigned, Vincent Cronen, being of full age, and duly sworn hereby deposes and says:

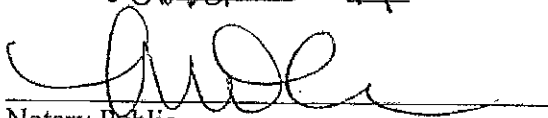
1. I am the Chief Financial Officer of Gold Type Business Machines, Inc. (dba GTBM) at 351 Paterson Avenue, East Rutherford, New Jersey 07073.
2. The past due invoice of \$175,586.36 is for the reasonable expenses without profit incurred by GTBM for the electronic ticketing products and services provided to the Jersey City Police Department from January 1, 2012 to June 30, 2014.

I declare that to the best of my knowledge and belief the information herein is true, correct and complete.



Vincent Cronen

Sworn and subscribed to before me this 1
day of October, 20 14



Notary Public

Monica K Lewis

My commission expires:

An Attorney-at-law of NJ
authorized to administer
this oath pursuant to
NJSA 41:2-1

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.698

Agenda No. 10.T

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO LAWMEN SUPPLY CO FOR THE SUPPLY AND DELIVERY OF RIFLES, HANDGUNS, AND AMMUNITION FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF POLICE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on May 1, 2014 for Rifles, Handguns and Ammunition for the Department of Public Safety/Division of Police; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest bidder being **Atlantic Tactical** which did not meet the bid specifications, therefore the bid should be awarded to the next lowest responsible bidder, that from **Lawmen Supply Co.**; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for Fifteen items (15) as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of **Five Hundred Twenty One Thousand, Seven Hundred and Fifty Three (\$521,753.25) Dollars and Twenty Five Cents**, will be budgeted for the 2014, 2015 & 2016 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by **Lawmen Supply Co.**, to be fair and reasonable; and

WHEREAS, the sum of, Eighty Nine Thousand, Nine Hundred Fifty Nine (\$89,959.25) Dollars and Twenty Five-Cents, is available in **Federal Law Enforcement Acct No. 16-290-55-000-800**; and the sum of **Fifty Thousand (\$50,000.00) Dollars** is available in **Operating Acct No. 01-201-25-240-218**; and

WHEREAS, the balance of the contract funds Three Hundred Eighty One Thousand, Seven Hundred Ninety Four (\$381,794.00) Dollars will be made available in **Operating Acct No. 01-201-25-240-218**, as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Lawmen Supply Co., for Rifles, Handguns and Ammunition for the Department of Public Safety/Division of Police;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for an additional One (1) year term pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for Fifteen (15) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

(continued on Page 2)

City Clerk File No. Res. 14.698Agenda No. 10.T OCT 22 2014

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO
LAWMEN SUPPLY CO FOR THE SUPPLY AND DELIVERY OF RIFLES,
HANDGUNS, AND AMMUNITION FOR THE DEPARTMENT OF PUBLIC
SAFETY/DIVISION OF POLICE**

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Safety/Division of Police

Acct #	P.O #		Amount
16-290-55-000-800	114949	Federal Law Enforcement Acct	\$89,959.25
01-201-25-240-218	114950	Operating Acct	\$50,000.00
		Total Encumbrance.	\$139,959.25
		Total Contract Amt	\$521,753.25

Approved by Peter Folgado, Director of Purchasing, QPA

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								10.22.14			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr. President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING AWARD OF AN OPEN END CONTRACT TO
LAWMEN SUPPLY. FOR RIFLE, HANGUNS AND AMMUNITION FOR THE DEPARTMENT OF
PUBLIC SAFETY (POLICE)**

Project Manager

Department/Division	Public Safety	Police
Name/Title	Director James Shea	Public Safety
Phone/email	201-547-4239	jshea@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for Rifle, handguns and ammunition Awarding resolution will be drafted by purchasing. The lowest proposal was from Atlantic Tactical of New Cumberland, PA, in the amount of \$509,207.70. The reason why the contract will not be awarded to the lowest bidder is because of vendor did not offer item#1 brass jacket ammunition,#3 Rifle or Sig Sauer lower receiver is not certified as military specification. Making this bid incomplete. Lawmen Supply Co.7115 Airport Highway, Pennsauken, NJ 08109 submitted the second lowest proposal in the total bid amount of five hundred twenty-one thousand seven hundred fifty-three dollars and twenty-five cents(\$521,753.25) Therefore, the contract for Rifles, Handguns and Ammunition will be awarded to Lawmen Supply Co. for the Department of Public Safety.

Cost (Identify all sources and amounts)

\$431,794.00- Operating Account
01-201-25-240-218
\$89,959.25-Federal Law Enforcement Trust Fund
16-290-55-000-800
Total Contract \$521,753.25

Contract term (include all proposed renewals)

Contract is for one year.

Type of award Bid Award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

10/6/14

BID PROPOSAL SHEET

Pricing shall not be inclusive of any buyback program nor shall there be any expectation that these weapons shall be resold. Where quantities are not fixed, bidder shall provide price for maximum quantity.

Item #	Quantity	DESCRIPTION	Unit Amount	Extended Amount
1.	0-30	M-4 Variant Rifle Remington R4 Carbine	\$1017.50 Each	\$30,525.00
2.	0-5	Bolt Action Rifle (.308 Winchester) Remington 700P .308 Sniper Rifle	\$3529.16 Each	\$17,645.80
3.	0-2	Bolt Action Rifle (.338 Lapua) Remington MSR .338 Sniper Rifle	\$12804.00 Each	\$25,608.00
4.	0-500,000 rounds	Handgun Ammunition .45 Remington GSB45APB #29416 230 Grain Bonded .45 Auto	\$422.40 Per 1,000	\$211,200.00
4.5.	0-200,000 rounds	Handgun Ammunition 9 mm Remington GSB9MMD #29351 124 Grain Bonded 9MM+P	\$343.20 Per 1,000	\$68,640.00
6.	0-10,000 rounds	Handgun Ammunition .38 Remington GS38SB #29432 125 Grain .38 Special +P	\$290.40 Per 1,000	\$2,904.00
7.	0-200,000 rounds	Rifle Ammunition .233 - 62 Grain Bonded Remington PRC223R4 #28918 62 Grain Bonded .223	\$610.50 Per 1,000	\$122,100.00
8.	0-20,000 rounds	Rifle Ammunition .308 - 168 Grain Match Remington RM308W7 #21485 168 Grain Match .308	\$676.50 Per 1,000	\$13,530.00

9.	0-500 rounds	Rifle Ammunition .338 Lapua – 250 Grain Match Remington RM338LMR1 #27944 250Grain Match .338 Lapua	\$4400.00 Per 1,000	\$2,200.00
10.	0-15,000 rounds	Shotgun Ammunition 12 gauge .00 buck – 8 Pellets Remington 12BT800 #20662 12 Gauge 00-Buck-8 Pellett	\$530.20 Per 1,000	\$7,953.00
11.	0-7,500 rounds	Shotgun Ammunition 12 gauge slug Remington SP12RS #20300 12 Gauge Slug	\$435.60 Per 1,000	\$3,267.00
12.	0-10	Sound Suppressor – AAC M42000 or Equivalent AAC M4 2000 Suppressor	\$716.10	\$7,161.00
13.	0-5	Sound Suppressor – AAC Titan QD or Equivalent AAC Titan QD Suppressor	\$1360.59	\$6,802.95
14.	0-5	Sound Suppressor – 90T Taper 7.62/5.56MM MG-SD or Equivalent AAC 7.62-SD Suppressor	\$443.30	\$2,216.50

NOTE: This contract will be awarded as an open - end contract. The minimum and maximum number of quantities for each item is as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

GRAND TOTAL PRICE ITEMS 1 THROUGH 14

The City will use the Grand Total price calculated by using the maximum quantities stated for items 1 through 14. The Vendor shall be paid based on minimum and maximum quantities used.

Five Hundred Twenty One Thousand, Seven Hundred Fifty Three Dollars and
Twenty Five Cents
(Total Bid Amount in Writing)

\$ 521,753.25

(Total Bid Amount in Figures)

This contract will be awarded to the lowest responsible bidder based upon the Grand Total Price for items 1 through 14.

Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to renew the contract for up to one additional one-year term. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name (Title Print): Andrew E. Pompe / Regional Vice President
Representative's Signature: [Signature]
Name of Company: Lawmen Supply Company of New Jersey, Inc.
Tel. No.: 856-488-4499 Date: April 29, 2014

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman-owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman-owned business, and return this form with your bid proposal.

Business Name : Lawmen Supply Company of New Jersey, Inc.
Address : 7115 Airport Highway, Pennsauken, NJ 08109
Telephone No. : 856-488-4499
Contact Name : Andrew E. Pompe

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lawmen Supply Company of New Jersey, Inc.

Address: 7115 Airport Highway, Pennsauken, NJ 08109

Telephone No.: 856-488-4499

Contact Name: Andrew E. Pompe

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.


Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

is to be placed on a non-reporting basis. Call or write the Division to obtain the proper forms for use.
State of New Jersey Division of Taxation P O Box 252 Trenton, N.J. 08646-0252 (609) 292-9292.
This Certificate of Authority (CA-1) must be displayed at your place of business.

222-497-167/002

STATE OF NEW JERSEY		DIVISION OF TAXATION TRENTON, N.J. 08646
Certificate of Authority		
The person, partnership or corporation named below is hereby authorized to collect: NEW JERSEY SALES & USE TAX		
pursuant to: N.J.S.A. 54:32B-1 ET SEQ.		
This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if any change of ownership or address is effected		
LAWMEN SUPPLY COMPANY OF NEW J 7115 AIRPORT HIGHWAY PENNSAUKEN, NJ 08109-4301	Tax Registration No. XXX-XXX-167/002	 Acting Director, Division of Taxation
	Tax Effective Date: 05-23-11	
	Document Locator No. 10000600591	
	Date Issued: 05-21-11	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

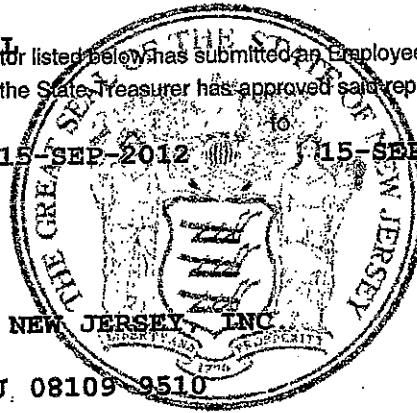
Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 5429

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2012 to 15-SEP-2019

LAWMEN SUPPLY CO. OF NEW JERSEY, INC
7115 AIRPORT HIGHWAY
PENNSAUKEN NJ 08109-9510



[Signature]

Andrew P. Sidamon-Eristoff
State Treasurer

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

MAY 25 2011

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

LAWMEN SUPPLY COMPANY OF NEW JERSEY, INC.

TRADE NAME:

ADDRESS:

7115 AIRPORT HIGHWAY
PENNSAUKEN NJ 08109-4301

SEQUENCE NUMBER:

1641066

EFFECTIVE DATE:

05/20/11

ISSUANCE DATE:

05/21/11

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1641066 FOR LAWREN SUPPLY COMPANY OF NEW JERSEY,
INC. IS VALID.

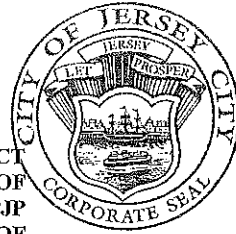
VERIFIED
PC

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.699

Agenda No. 10.U

Approved: OCT 22 2014



TITLE: RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN FOR THE IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, Resolution No.14.027 approved on January 15, 2014 awarded a professional engineering services contract to Dresdner Robin Environmental Management, Inc. (Dresdner Robin), in the amount of Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75) to implement the Operation and Maintenance Plan (O&M Plan) for the PJP Landfill Site, Project No. 10-018; and

WHEREAS, the term of the contract is twelve (12) months and will expire on October 31, 2014; and

WHEREAS, to be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City of Jersey City (City) needs Dresdner Robin to complete the fourth quarter (December 2014) environmental monitoring at the site and submit the 2014 Annual Monitoring Report to NJDEP for review and approval; and

WHEREAS, it is necessary for the City to extend its contract with Dresdner Robin so that it can complete the 2014 Annual Monitoring Report; and

WHEREAS, there is no additional cost to extend the contract; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with Dresdner Robin authorized by Resolution No. 14.027 is amended to extend the contract term for an additional ten (10) months with a final completion date of August 31, 2015. There is no additional cost to extend the contract;
2. All other terms, conditions, rights and liabilities of the parties as set forth in the professional services agreement with Dresdner Robin awarded on October 17, 2013 shall remain in full force and effect.

Approved: Shyue Cheng (Stanley) Huang
Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN FOR THE IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	<department> Administration	<division> Architecture , Engineering , Traffic & Transportation
Name/Title	<pm name> Lichuan Wanag	<pm title> Principle Engineer
Phone/email	<pm phone> 201 547-5072	<pm email> Lichuan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City of Jersey City (City) needs Dresdner Robin to complete the fourth quarter (December 2014) environmental monitoring at the site and submit the 2014 Annual Monitoring Report to NJDEP for review and approval. It is necessary for the City to extend its contract with Dresdner Robin so that it can complete the 2014 Annual Monitoring Report.

Cost (Identify all sources and amounts)

No additional cost

Contract term (include all proposed renewals)

Ten (10) months. This site is under mandatory monitoring until approval from the USEPA and NJDEP

Type of award Amendment

If "Other Exception", enter type

Additional Information

The agreement with Dresdner Robin authorized by Resolution No. 14.027 is amended to extend the contract term for an additional ten (10) months with a final completion date of August 31, 2015. There is no additional cost to extend the contract.

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/14/14
Date



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806




STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 3, 2014

TO : Robert Kakoleski, Business Administrator

FROM : Brian F. Weller, Director,
Division of Architecture, Engineering, Traffic and Transportation 

SUBJECT : **Continued Implementation of O&M Plan – PJP Landfill
Jersey City Project No. 10-018
Authorizing Amendment to Contract with Dresdner Robin**

Resolution No.14.027 approved on January 15, 2014 awarded a professional engineering services contract to Dresdner Robin Environmental Management, Inc. (Dresdner Robin), in the amount of Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75) to implement the Operation and Maintenance Plan (O&M Plan) for the PJP Landfill Site, Project No. 10-018. The term of the contract is twelve (12) months and will expire on October 31, 2014.

To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City of Jersey City (City) needs Dresdner Robin to complete the fourth quarter (December 2014) environmental monitoring at the site and submit the 2014 Annual Monitoring Report to NJDEP for review and approval. It is necessary for the City to extend its contract with Dresdner Robin so that it can complete the 2014 Annual Monitoring Report.

The agreement with Dresdner Robin authorized by Resolution No. 14.027 is amended to extend the contract term for an additional ten (10) months with a final completion date of August 31, 2015. There is no additional cost to extend the contract.

Attachments



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

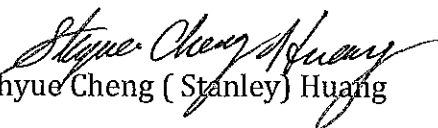
MEMORANDUM


DATE : October 3, 2014
TO : Rolando L. Lavarro Jr., Council President and Council Members
FROM : Stanley S.C. Huang, Municipal Engineer
Brian Weller, Director, Division of Architecture & Engineering
SUBJECT : Continued Implementation of O&M Plan – PJP Landfill
Jersey City Project No. 10-018
Amendment to approved Reso 14.027 on Jan. 15, 2014 for \$331,197.75

Resolution No.14.027 approved on January 15, 2014 awarded a professional engineering services contract to Dresdner Robin Environmental Management, Inc. (Dresdner Robin), in the amount of Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75) to implement the Operation and Maintenance Plan (O&M Plan) for the PJP Landfill Site, Project No. 10-018. The term of the contract is twelve (12) months and will expire on October 31, 2014.

To be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City of Jersey City (City) needs Dresdner Robin to complete the fourth quarter (December 2014) environmental monitoring at the site and submit the 2014 Annual Monitoring Report to NJDEP for review and approval. It is necessary for the City to extend its contract with Dresdner Robin so that it can complete the 2014 Annual Monitoring Report.

The agreement with Dresdner Robin authorized by Resolution No. 14.027 is amended to extend the contract term for an additional ten (10) months with a final completion date of August 31, 2015. There is no additional cost to extend the contract.


Shyue Cheng (Stanley) Huang
Municipal Engineer


Brian Weller
Director, Div. of Architecture & Engineering

RESOLUTION FACT SHEET

1. Full Title of Resolution Agreement:

Resolution authorizing an amendment to a contract with Dresdner Robin for the implementation of operation and maintenance plan (O&M plan) at the PJP landfill site, project No. 10-018, for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation

2. Name and Title of Person Initiating the Resolution:

Lichuan Wang, P.E.

3. Concise Description of the Program, Project or Plan Proposed in the Resolution:

The term of the contract is twelve (12) months and will expire on October 31, 2014. To be in compliance with NJ DEP's requirements, the City needs Dresdner Robin to complete the fourth quarter (December 2014) environmental monitoring at the site and submit the 2014 Annual Monitoring Report to NJ DEP for review and approval. There is no additional cost to extend the contract.

4. Reasons (Need) for the Proposed Program, project, etc:

The implementation of the O&M Plan is required by NJDEP and is part of the environmental services associated with the transition of the PJP Landfill Site to the City of Jersey City (City).

5. Anticipated Benefits to the Community:

The implementation of this program will comply with NJDEP requirements and promote the development of a park at this location.

6. Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):

There is no additional cost to extend the contract.

7. Date Proposed Program or Project will Commence:

November 1, 2014

8. Anticipated Completion Date:

August 31, 2015

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Lichuan Wang, P.E.

NAME

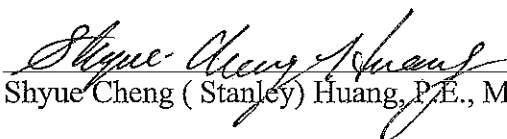
201-547- 5072

TELEPHONE

EVENING


10. Additional Comments:

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.


Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

10/3/14

Date


Brian Weller, Director,
Div. of Architecture, Engineering, Traffic & Transportation

10.3.14

Date

Robert Kakoleski, Business Administrator

Date

SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH DRESDNER ROBIN FOR THE IMPLEMENTATION OF THE OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

WHEREAS, the City of Jersey City (City) governing body approved Resolution No. 14.027 on January 15, 2014 awarding a Professional Engineering services contract to Dresdner Robin Environmental Management, Inc. (Dresdner Robin), in the amount of Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75) to implement the Operation and Maintenance Plan (O&M Plan) for the PJP Landfill Site, Project No. 10-018; and

WHEREAS the term of the contract is twelve (12) months and will expire on October 31, 2014; and

WHEREAS to be in compliance with the New Jersey Department of Environmental Protection's (NJDEP) requirements, the City needs Dresdner Robin to complete the fourth quarter (December 2014) environmental monitoring at the site and submit the 2014 Annual Monitoring Report to NJ DEP for review and approval; and

WHEREAS, there is no additional cost to extend the contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with Dresdner Robin authorized by Resolution No. 14.027 approved on January 15, 2014 is amended to extend the contract term for an additional ten (10) months with a final completion date of August 31, 2015 for the services requested by the City and to be

performed by Dresdner Robin in connection with the O&M Plan at the PJP Landfill Site, Project No. 10-018.

2. There is no additional cost to extend the contract.

3. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with Dresdner Robin dated October 17, 2013 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Dresdner Robin by an authorized representative, have executed this Second Amendment to the Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Business Administrator

ATTEST:

DRESDNER ROBIN

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.027

Agenda No. 10.W

Approved: JAN 15 2014

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN FOR THE IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, Resolution No.12-885 approved on December 19, 2012 awarded a professional engineering services contract to Dresdner Robin Environmental Management, Inc. (Dresdner Robin), in the amount of One Hundred Twenty One Thousand, Five Hundred Dollars and Zero Cents (\$121,500.00) to implement the Operation and Maintenance Plan (O&M Plan) for the PJP Landfill Site, Project No. 10-018; and

WHEREAS, the term of the contract is ten (10) months and expires in November, 2013; and

WHEREAS, the City continues to need the professional services of an environmental and engineering firm to implement the O&M Plan for the PJP Landfill Site; and

WHEREAS, in response to the City's request for a proposal, Dresdner Robin submitted the attached proposal dated September 4, 2013 to provide the City with additional environmental and engineering service for an amount not to exceed Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75); and

WHEREAS, funding in the amount of Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75) is available for this expenditure from:

Account No. 04-226-55-000-041 Requisition # 0164212 P.O. # 111844 Amount: \$ 35,582.00
Account No. 04-226-55-000-037 Requisition # 0164213 P.O. # 111844 Amount: \$295,615.75

Total \$331,197.75

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with Dresdner Robin authorized by Resolution No. 12-885 is amended to extend the contract term for an additional Twelve (12) months with a final completion date of October 31, 2014 and to increase the total contract amount by an additional Three Hundred Thirty One Thousand, One Hundred Ninety Seven Dollars and Seventy Five Cents (\$331,197.75).
2. All other terms, conditions, rights and liabilities of the parties as set forth in the professional services agreement with Dresdner Robin awarded on December 19, 2012 shall remain in full force and effect.

COPY

City Clerk File No. Res. 14-027Agenda No. 10.W JAN 15 2014

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN FOR THE IMPLEMENTATION OF OPERATION AND MAINTENANCE PLAN (O&M PLAN) AT THE PJP LANDFILL SITE, PROJECT NO. 10-018, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

3. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of its adoption.

I Donna Maurer (Donna Maurer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Account No. 04-226-55-000-041 Requisition # 0164212 P.O. # 111848 Amount: \$ 35,582.00
 Account No. 04-226-55-000-037 Requisition # 0164213 P.O. # 111849 Amount: \$295,615.75

Total \$331,197.75

Approved: Shyue Cheng
 Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

APPROVED: [Signature] 11/18/13APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 5-4

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.15.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA		✓	
RAMCHAL	✓			OSBORNE		✓		WATTERMANN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Richard R. Levano, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.700
Agenda No. 10.V
Approved: OCT 22 2014
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GLENCO SUPPLY TO DELIVER PEDESTRIAN SIGNS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, and in conformity with N.J.S.A. 40A:11-6.1(a) quotes were solicited for **Pedestrian Signs** for the Department of Public Works/Architecture, Engineering, Traffic and Transportation; and

WHEREAS, as per N.J.S.A. 40A:11-6.1(a) three (3) quotes were solicited with the lowest, responsive and responsible being that from Glenco Supply, Inc., PO Box 638, Oakhurst, New Jersey 07755 in the total amount of **Twenty Two Thousand Eight Hundred Dollars (\$22,800.00)**; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$22,800.00 are available in the **Operating Account**.

Account	PO #	Amount
01-201-20-165-213	114948	\$22,800.00

(Continue on page 2)

City Clerk File No. Res. 14.700Agenda No. 10.V OCT 22 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GLENCO SUPPLY TO DELIVER PEDESTRIAN SIGNS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of **\$22,800.00** for **Pedestrian Signs** is awarded to **Glenco Supply**, and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$22,800.00 are available in the **Operating Account**.

Account	PO #	Amount
01-201-20-165-213	114948	\$22,800.00

Peter M. Folgado
Peter Folgado,
Director of Purchasing, QPA, RPPO

Donna Mauer,
Chief Financial Officer

PF/pv
10/3/14

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GLENCO SUPPLY TO DELIVER PEDESTRIAN SIGNS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for pedestrian signs.

Cost (Identify all sources and amounts)

01-201-20-165-213 (Operating Account)
For \$22,800.00

Contract term (include all proposed renewals)

One (1) time project

Type of award Pay to Play

If "Other Exception", enter type

Additional Information

Three (3) proposals received:

- * Glenco Supply for \$22,800.00
- * US Inc. for \$24,125.00
- * Signs Sealed & Delivered for \$27,600.00

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/7/14
Date


Signature of Purchasing Director

10/3/14
Date

DETERMINATION OF VALUE CERTIFICATION

I, Oren K. Dabney, Sr., of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for pedestrian signs for the Division of Buildings and Street Maintenance.
3. The City informally solicited quotations for the pedestrian signs.
4. The Department's recommendation is to award a contract to Glenco Supply for the pedestrian signs.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

10/7/14
Date

O.K. Dabney, Sr.
Oren K. Dabney, Sr., DFW Director

P.O. NO.		GLENCO SUPPLY INC.				UNIVERSAL SOLUTIONS		SIGNS			
REQ. NO.	167685	732.995.8753				732.616.6070		732.775.7227			
DIV/DEPT	ARCH, ENG, TRAF & TRANSP	STEVE@GLENCOsupply.com									
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	PEDESTRIAN SIGNS W/BASE	80	EA	\$ 285.00	\$ 22,800.00	\$ 295.00	\$23,600.00	\$ 345.00	\$27,600.00	\$ -	\$ -
2				\$ -	\$ -						
3				\$ -	\$ -						
4				\$ -	\$ -						
5				\$ -	\$ -						
6				\$ -	\$ -						
7				\$ -	\$ -						
8				\$ -	\$ -						
9				\$ -	\$ -						
10				\$ -	\$ -						
11				\$ -	\$ -						
12				\$ -	\$ -						
13				\$ -	\$ -						
14				\$ -	\$ -						
15				\$ -	\$ -						
		SUB-TOTAL			\$ 22,800.00		\$23,600.00		\$27,600.00		\$ -
		SHIPPING/HANDLING			\$ -		\$ 525.00				\$ -
		TOTAL			\$ 22,800.00		\$24,125.00		\$27,600.00		\$ -

NOTES:

DPW/FISCAL OFFICE
2014 OCT - 3 P 3:18

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Glenco Supply Inc.
Address: P.O. Box 638
Oakhurst, NJ 07755 800-752-8277
Telephone No.:
Contact Name: Glen Abrams

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Glenn Abrams President
Representative's Signature: [Signature]
Name of Company: Glenn Abrams Inc
Tel No.: 800-752-8277 Date: 10/3/14

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Glenn Abrams / President

Representative's Signature:

[Signature]

Name of Company:

Glenn Supply Inc

Tel. No.:

800-752-8277

Date:

10/3/14



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GLENCO SUPPLY, INC.

Trade Name:

Address: 5 MATILDA DR
OCEAN, NJ 07712-2527

Certificate Number: 1018855

Effective Date: October 02, 2003

Date of Issuance: October 03, 2014

For Office Use Only:

20141003150736303

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PAID AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavaro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☒ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Glen M. Abrams	28 ASCOT DR. Ocean, NJ 07712

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Glenco Supply Inc.

Signed: [Signature] Title: President

Print Name: Glen Abrams Date: 10/13/14

Subscribed and sworn before me this 3 day of

October, 2014

My Commission expires Stacey Abrams

Notary Public of New Jersey

My Commission Expires: 3-24-2016

[Signature]
Glen M. Abrams (Print name & title of affiant) (Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Glenco Supply Inc. (name of business entity) has not made any reportable contributions in the one-year period preceding 10/3/14 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Glenco Supply Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity Glenco Supply Inc.

Signed [Signature] Title: Pres. Inc.

Print Name Glen M. Abrams Date: 10/3/14

Subscribed and sworn before me
this 3 day of Oct, 2014

My Commission expires:

Stacey Abrams

Notary Public of New Jersey

My Commission Expires: 3-24-2016

[Signature]
(Affiant)
Glen Abrams, Pres. Inc.
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Glenco Supply Inc.

Vendor Name:		P.O. Box 638
Address:		

~~P.O. Box 638~~

City:		State:	Zip:	Oakhurst, NJ 07755
-------	--	--------	------	--------------------

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1018855 FOR GLENCO SUPPLY, INC. IS VALID.

GLENCO SUPPLY INC
PO BOX 638
OAKHURST NJ 07755
1 800-752-8277
STEVE@GLENCOSUPPLY.COM

SHIP AND BILL;

ATTN: JERSEY CITY DPW

STREETS AND ROADS DEPT

ATTN: PURCHASING- PETER FOLGADO

QUOTE 10-1-14

~~90~~- IRS 254 R1-6A P STOP FOR PEDESTRIAN SIGNS WITH BASE- \$ 285.00 \$ 22,800.00

7
DELIVERY INCLUDED

FROM: STEVE ROBERTS 732-995-8753

FAX 732-256-4149

201-547-5264

TOTAL; \$ 22,800.00

US INC.
UNIVERSAL SOLUTIONS
1527 EDMERE ROAD
WALL TWP NJ 07719

FIN # 22-2903654/000 (NJ TAX ID #) PHONE: 732-616-6070

TO: JERSEY CITY DPW STREET AND ROADS

ATTN: PETER FOLGADO- PURCHASING DEPT FAX 201-547-5264

AS PER YOUR REQUEST HERE ARE THE PRICES YOU REQUESTED

80 - IRS-254-R1-6A- STOP FOR PEDESTRIANS SIGN WITH PORTABLE BASE

\$ 295.00 EA X 80= \$ 23,600.0

SHIPPING \$ 525.00 \$ 525.00

TOTAL; \$ 24,125.00

DELIVERY 21-28 DAYS ARO

DPW/FISCAL OFFICE
2014 OCT - 1 A 11:02

Oct 01 14 11:06a

Hans-Peter Schulle

732-775-7229

p.1



Sealed & Delivered

121 Main Street
Bradley Beach, NJ 07720
732-775-7227

Estimate

Number E216

Date 10/01/14

Bill To
Peter Folgado

J. City

Ship To

P.O. Number

Terms
50/50

Sales Rep

Sales Territory

Code

Quantity	Description	Unit Price	Amount
80	Pedestrian Crosswalk State Law STOP sign and base - reflective	taxable 345.00	27,600.00
		Subtotal	27,600.00
		Sales Tax @ 7%	1,932.00
		TOTAL	\$29,532.00

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.701

Agenda No. 10.W

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DIAZ NURSERY TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF

THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 13-693, approved on October 09, 2013, awarded a one-year contract in the amount of \$103,950.00 to Diaz Nursery for the supply and delivery of various trees for the City of Jersey City (City), Department of Public Works / Division of Parks Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first of two options and renew the contract for an additional one-year period effective as of October 10, 2014 and ending on October 11, 2015; and

WHEREAS, the total cost of the contract renewal is \$105,301.35; and

WHEREAS, funds in the amount of \$40,000.00 are available in Parks Maintenance Operating Account No. 14-01-201-28-375-314.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Diaz Nursery for the supply and delivery of various trees for the Department of Public Works/Division of Parks Maintenance;
- 2) The renewal contract is for a one-year period effective as of October 10, 2014, and the total cost of the contract shall not exceed \$105,301.35;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c) 2, the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year temporary budget and in the permanent budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 14.701Agenda No. 10.W OCT 22 2014

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DIAZ NURSERY TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE**

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Parks Maintenance Operating Account No. 14-01-201-28-375-314 for payment of the above resolution.

Requisition # 0167670

Purchase Order # 114931

Temp.Encumbrancy \$40,000.00

OKD/sb
September 29, 2014

APPROVED: [Signature] 9/30/14 APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Oren K. Dabney, Sr., Director, Department of Public Works

APPROVED: [Signature] Business Administrator

APPROVED: [Signature] Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DIAZ NURSERY TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARKS MAINTENANCE.

Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4495	esnow@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting at 4:00 p.m.)

There exists a need for the supply and delivery of various trees Citywide.

- ✦ The contract renewal amount is \$105,301.35.
- ✦ There are eleven (11) different kinds of trees: Eucomia Emerald Point, Ginkgo Princeton, Carpinus Fastigiata, Acer Rubrum Red Point, Amelanchier Spring Flurry, Zelkova City Sprite, Syringa Ivory Silk, Tilia Uniziam, Ulmus Emerald Sunshine, Cercidiphyllum Katsura and Acer Plantanoides.
- ✦ These trees will be planted throughout the City. This is only for home owners in Jersey City who will be purchasing these trees. As per Mr. Cleveland Snow, the cost is \$200.00 per tree. The total number of trees is 550.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Operating Account (01-201-28-375-314)

Total Contract Renewal Amount = \$105,301.35

Type of award: Contract Renewal

This is the option to renew for one (1) additional year effective as of October 10, 2014.

If "Other Exception", enter type:

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

10/15/14
Date

BID PROPOSAL/DOCUMENTS
SUPPLY AND DELIVERY OF VARIOUS TREES

This contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for each item or as stated below. Vendor will bid on the maximum number quantity.

Items	Quantity	Description	Unit Amount	Extended Amount
1.	0-50	Eucomia Emerald Point 3" to 4 1/2" caliper, bagged and burlapped, 12-14 ft. high with branches to begin 6 ft. high from the ground and pruned up high for street use.	\$ 189.00	\$ 189 x 50 = 9,450.00
2.	0-50	3" to 4 1/2" Ginkgo Princeton Sentry caliper, bagged and burlapped, 12-14 ft. high with branches to begin 6 ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
3.	0-50	Carpinus Fastigiata (Hornbeam) 3" to 4 1/2" caliper, bagged and burlapped, 12-14 ft. high with branches to begin 6 ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
4.	0-50	Acer Rubrum Red Point 3" to 4 1/2" caliper, bagged and burlapped 12-14 ft. high with branches to begin 6ft. from ground and pruned up high for street use.	\$ 189.00	\$ " 9,450.00
5.	0-50	Amelanchier Spring Flurry 3" to 4 1/2" caliper bagged and burlapped, 12-14 ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
6.	0-50	Zelkova City Sprite, 3" to 4 1/2" caliper bagged and burlapped 12-14 ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00

7.	0-50	Syringa Ivory Silk (Tree Lilac) 3" to 4 1/2" caliper bagged and burlapped 12-14 ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ 189 x 50 = 9450.00
8.	0-50	Tilia Uniziam (Linden) 3" to 4 1/2" Caliper bagged and burlapped, 12-14ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
9.	0-50	Ulmus Emerald Sunshine 3" to 4 1/2" Caliper bagged and burlapped, 12-4 ft. high with branches to begin 6ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
10.	0-50	Cercidiphyllum Katsura 3" to 4 1/2" Caliper bagged and burlapped, 12-14 ft. high with branches to begin 6ft. high from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
11.	0-50	Acer Platanoides Conquest 3" to 4 1/2" Caliper bagged and burlapped, 12-14 ft. high with branches to begin 6ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00

NOTE: This contract will be awarded as an open - end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, than the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.693
Agenda No. 10.N
Approved: OCT 09 2013
TITLE: _____



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAZ NURSERY, LLC, TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPT. OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids to supply and deliver various trees for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**; the lowest bid being that from Diaz Nursery LLC, 6 Marigold Lane, Califon, NJ 07830, in the total bid amount of **One Hundred Three Thousand, Nine Hundred Fifty (\$103,950.00) Dollars**; and

WHEREAS, the Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, **One Hundred Three Thousand, Nine Hundred Fifty (\$103,950.00) Dollars**, will be budgeted for the 2013, 2014, 2015 and 2016 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of **Thirty Five Thousand (\$35,000.00) Dollars**; is available in the 2013 permanent budget in Account No. 01-201-28-375-314; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Department of Public Works/Park Maintenance

Acct No.	Purchase Order #	Amount
01-201-28-375-314	111362	Temp. Encumb \$35,000.00
		Total Contract \$103,950.00

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2013, 2014, 2015 and 2016 permanent budget; and

WHEREAS, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.; and

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAZ NURSERY, LLC, TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPT. OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

WHEREAS, the contract shall be for one (1) year and the City shall have an option to renew for two (2) additional one (1) year terms.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Diaz Nursery LLC, be accepted and that a contract be awarded to said company in the above amount and the Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-ET, seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

Department of Public Works/Park Maintenance

Acct No.

Purchase Order #

Amount

01-201-28-375-314

111362

Temp. Encumb \$35,000.00

Total Contract \$103,950.00

APPROVED Raquel Torado RPPS
for Peter Folgado, Purchasing Director, QPA, RPPO

8.A. 10/3/13

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
RAMCHAL	/			OSBORNE	/			WATTERMANN	/		
BOGGIANO	/			COLEMAN	/			LAVARRO, PRES.	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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Databases, Tables & Calculators by Subject

FONT SIZE:

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 From: To:

☐ Include graphs

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Data extracted on: September 30, 2014 (9:17:53 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SA0

Not Seasonally Adjusted

Area: Northeast urban

Item: All items

Base Period: 1982-84=100

 Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	195.9	196.8	198.6	199.4	199.9	201.1	201.0	201.0	201.2	202.5	202.6	201.9	200.2	198.6	201.7
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719	248.464	248.584	248.851	249.411	249.858	250.231	249.320	249.503	249.567	249.038	248.427	249.648
2014	251.045	251.233	252.413	252.506	253.598	253.555	253.833	253.185						252.392	

12-Month Percent Change

Series Id: CUUR0100SA0

Not Seasonally Adjusted

Area: Northeast urban

Item: All items

Base Period: 1982-84=100

 Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	2.8	2.7	2.9	3.5	3.7	4.3	3.9	3.4	3.2	3.6	3.8	3.6	3.5	3.3	3.6
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5	1.1	1.2	1.5	1.8	1.5	1.1	0.7	1.0	1.3	1.4	1.5	1.2
2014	1.5	1.0	1.5	1.6	2.0	1.9	1.8	1.3						1.6	

TOOLS

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[Industries at a Glance](#)

CALCULATORS

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HELP

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[What's New](#)
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RESOURCES

[Inspector General \(OIG\)](#)
[Budget and Performance](#)

COMPANY NAME
Diaz Nursery
6 Marigold Lane
Califon NJ 07030
Attn: Augustin
Tel: 908-391-1471

CITY STATE ZIP CODE
908 832 5275
TEL. NO.
908 832 5143
FAX NO.

PROPOSAL

FOR: SUPPLY AND DELIVERY OF VARIOUS TREES

Sealed bid proposals will be received, opened and read in public by the Director of Purchasing, at 1 Journal Square Plaza 2nd floor, Jersey City, New Jersey, on August 22, 2013 at 11:00 A.M.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, 1 Journal Square Plaza 2nd floor, Jersey City, New Jersey 07306. Bids sent by mail must be received by the Director no later than 4:00 P.M. of the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director no later than 11:00 A.M. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director of Purchasing. Bid proposals must comply with specifications.

BID PROPOSAL/DOCUMENTS
SUPPLY AND DELIVERY OF VARIOUS TREES

This contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for each item or as stated below. Vendor will bid on the maximum number quantity.

Items	Quantity	Description	Unit Amount	Extended Amount
1.	0-50	Eucomia Emerald Point 3" to 4 1/2" caliper, bagged and burlapped, 12-14 ft. high with branches to begin 6 ft. high from the ground and pruned up high for street use.	\$ 189.00	\$ 189 x 50 = 9,450.00
2.	0-50	3" to 4 1/2" Ginkgo Princeton Sentry caliper, bagged and burlapped, 12-14 ft. high with branches to begin 6 ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
3.	0-50	Carpinus Fastigiata (Hornbeam) 3" to 4 1/2" caliper, bagged and burlapped, 12-14 ft. high with branches to begin 6 ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
4.	0-50	Acer Rubrum Red Point 3" to 4 1/2" caliper, bagged and burlapped 12-14 ft. high with branches to begin 6ft. from ground and pruned up high for street use.	\$ 189.00	\$ " 9,450.00
5.	0-50	Amelanchier Spring Flurry 3" to 4 1/2" caliper bagged and burlapped, 12-14 ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
6.	0-50	Zelkova City Sprite, 3" to 4 1/2" caliper bagged and burlapped 12-14 ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00

7.	0-50	Syringa Ivory Silk (Tree Lilac) 3" to 4 ½" caliper bagged and burlapped 12-14 ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ 189 x 50 = 9450.00
8.	0-50	Tilia Uniziam (Linden) 3" to 4 ½" Caliper bagged and burlapped, 12-14ft. high with branches to begin 6ft. from the ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
9.	0-50	Ulmus Emerald Sunshine 3" to 4 ½" Caliper bagged and burlapped, 12-4 ft. high with branches to begin 6ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
10.	0-50	Cercidiphyllum Katsura 3" to 4 ½" Caliper bagged and burlapped, 12-14 ft. high with branches to begin 6ft. high from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00
11.	0-50	Acer Platanoides Conquest 3" to 4 ½" Caliper bagged and burlapped, 12-14 ft. high with branches to begin 6ft. from ground and pruned up high for street tree use.	\$ 189.00	\$ " 9,450.00

NOTE: This contract will be awarded as an open - end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, than the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH BID SPECIFICATIONS -SUPPLY AND DELIVERY OF VARIOUS TREES

PART I - Bidder's Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that DIAZ Nursery (name of business entity) has submitted a bid proposal in response to the City of Jersey City's Bid Specifications for Supply And Delivery of Various Trees to the Division of Park Maintenance. I further certify that the products being offered either meet or exceed the requirements of the City's Bid Specifications. ☒ Place a check mark here if Bidders is also the manufacturer of the product. If the Bidder is not the manufacturer, the Bidder must also submit with its bid proposal a Manufacturer's Certification of Compliance.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DIAZ Nursery

Signed: [Signature] Title: OWNER

Print Name: AGUSTIN DIAZ Date: 8 14 13

Subscribed and sworn before me
this 14th day of August, 2013

[Signature]
(Affiant)

My Commission expires:

AGUSTIN DIAZ Owner
(Print name & title) (Corporate Seal)

[Signature]
Lisa Edmund
Notary Public of New Jersey
My Commission Expires
September 13, 2014

BID PROPOSAL/DOCUMENTS

GRAND TOTAL ITEMS 1 THROUGH 11.

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 11. The Supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order

INCLUSIVE

One hundred three thousand dollars nine hundred fifty
In Writing)

\$ 103,950.00
(In Figures)

This contract will be awarded based upon the grand total price for items 1 through 11. If the Grand total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to **renew the contract for up to two additional one year terms**. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201.547.4400 | F: 201.547.4803



OREN K. DABNEY, SR.
DIRECTOR

September 23, 2014

Diaz Nursery LLC
6 Marigold Lane
Califon, New Jersey 07830
Attention Mr. Diaz

**Subject: Renewal
Supply and Delivery of Various Trees**

Dear Mr. Diaz:

Your present contract for Supply and Delivery of Various Trees for the City of Jersey City Department of Public Works/Division of Park Maintenance is due to expire on **October 8, 2014**. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

At this time the CPI Numbers will not be available until October 1, 2014, and at that time we will be contacting the Bureau of Labor Statistics for that number. **Please confirm this renewal and terms in writing A.S.A.P. Also attached are the EEO/Affirmative Action forms which need to be filled out and returned along with your conformation letter and Business Registration information**

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance.

Sincerely,

Kaleb Taylor 9/23/2014
Cleveland Snow, Director *Acting Division Director*
Division of Park Maintenance

CS/eh

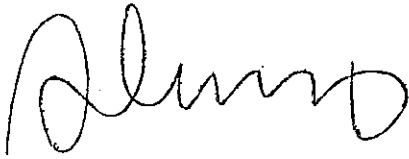
C: Oren K. Dabney, Sr. Director, Department of Public Works
Hector Ortiz, Asst. Director, Department of Public Works
James Madden, Deputy Director
Silendra Baijnauth Fiscal Officer, Department of Public Works
EEO Affirmative Action (AA) Requirements and Play to Play Forms Mailed 9-23-14
Faxed- 201-863-4804 on 9-23-14 Attention Mr. G. Diaz

Agustin Diaz
6 Marigold Lane
Califon, NJ 07830

Dear Mr. Snow:

I accept the terms for renewal of contract to supply trees to the city of Jersey City.

Yours truly;

A handwritten signature in black ink, appearing to read 'Agustin', written in a cursive style.

Agustin Diaz

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.D.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies, on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Agustin Diaz

Representative's Signature: [Signature]

Name of Company: Diaz Nursery LLC

Tel. No.: 908 391 1471

Date: 9.24.14



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER <u>Same</u>	ISSUE DATE <u>7-18-02</u>	EXPIRATION DATE <u>8</u>
--------------------------------	---	------------------------------	-----------------------------

3. COMPANY NAME
DIAZ Nursery LLC

4. STREET
6 Marwood Lane CITY Catletown COUNTY NT STATE Hunterdon ZIP CODE 07830

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

Neither

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) <u>Agostino DIAZ</u>	SIGNATURE <u>[Signature]</u>	TITLE <u>Owner</u>	DATE MO DAY YEAR <u>9/24/14</u>
---	---------------------------------	-----------------------	---------------------------------------

7. ADDRESS NO. & STREET
6 Marwood Lane CITY Catletown COUNTY NT STATE Hunterdon ZIP CODE 07830 PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE	DIVISION OF REVENUE ONLY
---------------	--------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of a partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

P001/004

Sep 25 2014 04:27pm

Fax: 201-863-4804

EAST HUDSON PRIMARY

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT

NEW HIRING ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

COMPENSATION NO.

PERIOD OF PAYROLL PERIOD USED: FROM

TO

NAME OF FACILITY: DIA2 Nursery LLC

NO PAYROLL

NO employee

STATUS

ZIP CODE

NOB

CITY

COUNTY

STATE

07830

6 Maricold Lane Calif. Houston TX

JOB CATEGORIES	DATE					TERM						
	Total	Black	Hispanic	AM Indian	Asian	Non-Wh.	Total	Black	Hispanic	AM Indian	Asian	Non-Wh.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CONTRACTORS												
OPERATIVE												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM

I certify that the information on this form is true and correct.

SIGNATURE

DATE SUBMITTED

NAME OF PERSON COMPLETING FORM (Print or Type)

9.24.14

ADDRESS (NO. & STREET)

6 Maricold Lane Calif. TX 07830

PHONE (AREA CODE, NO., EXTENSION)

908 832 5235

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Owner of D.A. Nurren (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: JO AGESTON Dkt2
Representative's Signature: [Signature]
Name of Company: D.A. Nurren LLC
Tel. No.: 908 832 5275 Date: 5-24-14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : DIA2 Nursery LLC.
Address : 6 MarGold Lane Califon NJ
Telephone No. : 908 832 5275
Contact Name : GRS DIA2

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

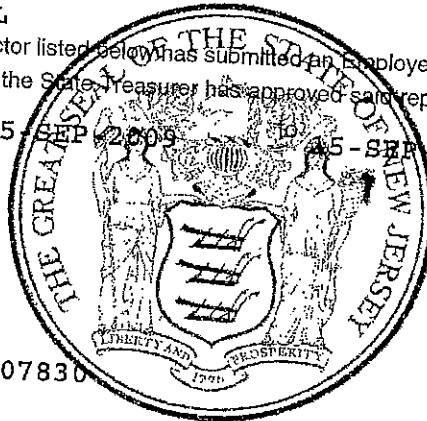
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 44093

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2009 to 15-SEP-2016



DIAZ NURSERIES LLC
6 MARIGOLD LANE
CALIFON

NJ 07830



A handwritten signature in dark ink, likely belonging to the State Treasurer, positioned above the title.

State Treasurer

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at 609/292-1730.

I wish you continued success in your business endeavors.


Sincerely,



James L. Muscarella

Director

New Jersey Division of Revenue

STATE OF NEW JERSEY	
BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME: DIAZ NURSERIES, L.L.C.	TRADE NAME:
ADDRESS: 6 MARIGOLD LANE CALIFON NJ 07820	SEQUENCE NUMBER: 1740660
EFFECTIVE DATE: 10/02/08	ISSUANCE DATE: 10/02/08
 Director New Jersey Division of Revenue	

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

(04-08), D205846V

Certificate Number
661283

Registration Date: 08/16/2013
Expiration Date: 08/15/2014



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Diaz Nursery LLC
2013

Responsible Representative(s):

Agustín Diaz, Owner

A handwritten signature in cursive script, reading "Harold J. Wirths".

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that DIA2 Nursery (name of business entity) has not made any reportable contributions in the **one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract DIA2 Nursery (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DIA2 Nursery

Signed: [Signature] Title: Owner

Print Name: Arstin Ortiz Date: 9/24/14

Subscribed and sworn before me
this 25 day of Sept, 2014

My Commission expires:
OLGA B. MACHADO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2109401

My Commission Expires 3/4/2018

Olga B. Machado

(Affiant)

(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Diaz Nursery LLC		
Address:	6 Margaret Ln		
City:	Califon	State:	NJ
		Zip:	07830

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____

Printed Name _____

Title

Part II – Contribution Disclosure.

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.702

Agenda No. 10.X

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TIFFANY ELECTRIC INC., FOR THE TWO (2) SIGNALIZED INTERSECTIONS, PROJECT NO. 13-005 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for **The Two (2) Signalized Intersections, Project No. 13-005** for the Department of Administration/Division of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest responsible bid being that from **Tiffany Electric Inc., 3 Edison Place, Fairfield NJ, 07004**, in the total bid amount of **Four Hundred Forty Eight Thousand, Five Hundred Eighty Six (\$448,586.55) Dollars and Fifty Five Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **Four Hundred Forty Eight Thousand, Five Hundred Eighty Six (\$448,586.55) Dollars and Fifty Five Cents** are available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in **Grant Acct #02-213-40-386-314** and **Capital Acct #04-215-55-903-991**; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-386-314	115030	Grant Acct	\$407,586.55
04-215-55-903-991	115031	Capital Acct	\$41,000.00
		Bid Total	\$448,586.55
04-215-55-903-991	115032	Contingency	\$45,000.00
		Total Encumbrance	\$493,586.55

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

WHEREAS, if funds are not available for the contract in the 2014 permanent budget, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Tiffany Electric Inc.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq. and be it further

(Continued on page 2)

City Clerk File No. Res. 14.702Agenda No. 10.X OCT 22 2014

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TIFFANY ELECTRIC INC., FOR THE TWO (2) SIGNALIZED INTERSECTIONS, PROJECT NO. 13-005 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION**

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-386-314	115030	Grant Acct	\$407,586.55
04-215-55-903-991	115031	Capital Acct	\$41,000.00
		Bid Total	\$448,586.55
04-215-55-903-991	115032	Contingency	\$45,000.00
		Total Encumbrance	\$493,586.55

Approved by

Peter Folgado, Director of Purchasing, QPA

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr. President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TIFFANY ELECTRIC, INC. FOR THE TWO SIGNALIZED INTERSECTIONS PROJECT NO. 13-005 FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transportation
Name/Title	Joao D'Souza	Director, Traffic & Transportation
Phone/email	(201) 547-4530	joao@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To improve intersections at Summit Avenue / Poplar Street and Luis Munoz Marin Boulevard / Second Street, including construction of ADA compliant public ramps and installation of pavement lines and symbols..

Cost (Identify all sources and amounts)

02-213-40-386-314 \$407,586.55 Grant Acct
04-215-55-903-991 \$ 41,000.00 Capital Acct
04-215-55-903-991 \$ 45,000.00 (Contingency)

Contract term (include all proposed renewals)

The term of this will be 180 days after award of the contract.


Type of award

Public Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 10, 2014
TO : Peter Folgado, Purchasing Director
FROM : Robert Kakoleski, Business Administrator
SUBJECT : **Two (2) Signalized Intersections**
Jersey City Project No. 13-005
Re: Contract Award

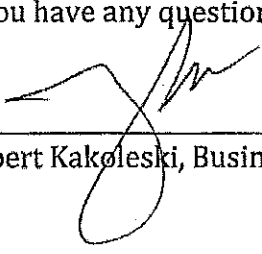
Please be advised, after careful and thorough review of the bids, I recommend that the contract be awarded to:

TIFFANY ELECTRIC, INC.
3 EDISON PLACE
FAIRFIELD NJ 07004

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **October 22, 2014 council meeting**.

REQ #	ACCOUNT NUMBER	AMOUNT
0167484	02-213-40-386-314	\$407,586.55
0167485	04-215-55-903-991	\$ 41,000.00
0167788	04-215-55-903-991 (Contingency)	\$ 45,000.00

If you have any questions do not hesitate to call.


Robert Kakoleski, Business Administrator

sp

Attachments

C: Brian F. Weller, Director, Division of AET&T
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst

G:\PROJECTS by NAMES\Traffic Striping and Markings Project 13-005\Correspondence\BW-Recommendation letter.docx



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 9, 2014

TO : Rolando R. Lavarro, Jr., Council President and
Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering Traffic and Transportation

SUBJECT : **Two (2) Traffic Signals**
Project No. **13-005**

There exists a need to improve two traffic signals including construction of ADA compliant public ramps and installation of pavement lines and symbols on Wards A & E of Jersey City.

TIFFANY ELECTRIC, INC.	\$448,586.55
FAI-GON ELECTRIC, INC	\$461,882.64
ORCHARD HOLDINGS, LLC	\$489,992.25

The lowest proposal was from Tiffany Electric, Inc., in the amount of \$448,586.55. Attached for your consideration is the Resolution authorizing the award of a contract to Tiffany Electric, Inc., for the above mentioned project.

If you need any additional information, please do not hesitate to call.

Attachments

sp



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 10, 2014
TO : Brian Weller, Director, AET
FROM : Joao D'Souza, Director, Traffic & Transportation
SUBJECT : Recommendation Letter
Two (2) Signalized Intersections
Jersey City Project No. 13-005

Please be advised, after a careful and thorough review of bids received for above mentioned project, I recommend that the contract be awarded to:

TIFFANY ELECTRIC, INC.
3 EDISON PLACE
FAIRFIELD, NJ 07004

Total Contract Amount = \$448,586.55

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the October 22nd, council meeting.

REQ #	ACCOUNT NUMBER	AMOUNT
0167484	02-213-40-386-314	\$407,586.55
0167485	04-215-55-903-991	\$ 41,000.00
0167788	04-215-55-903-991 (Contingency)	\$ 45,000.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x4530.


JOAO D'SOUZA, Director
Traffic & Transportation

C: Dawn Odom, Supv Adm Analyst

G:\PROJECTS by NAMES\2 Traffic Signals 13-005 Marin-Second and Monticello-Fairmount Int Impr MA-ATP-2013\Correspondence\BW-Recommendation letter.docx

JOB NAME: Two Signalized Intersections
 LOCATION: City of Jersey City, Hudson County, NJ
 JOB NUMBER: 9029.001

French & Paretto Associates, P.A.
 1600 Route 34, Suite 101
 Wall, New Jersey

Engineer's Estimate for Proposed Work

						ALTERNATE ITEMS	
Pay Item No.	Description	Unit	Contract Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount
STATE PARTICIPATING ITEMS							
1	CONSTRUCTION LAYOUT	LS	1	\$	17,500.00	\$	17,500.00
2	BREAKAWAY BARRICADE	UN	25	\$	75.00	\$	1,875.00
3	ORLUM	UN	25	\$	50.00	\$	1,250.00
4	TRAFFIC CONE	UN	50	\$	15.00	\$	750.00
5	CONSTRUCTION SIGNS	SF	275	\$	20.00	\$	5,500.00
6	FLASHING ARROW BOARD, 2' X 4'	UN	1	\$	2,000.00	\$	2,000.00
7	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	UN	1	\$	10,000.00	\$	10,000.00
8	EXCAVATION, TEST PIT	CY	10	\$	255.00	\$	2,550.00
9	EXCAVATION, UNCLASSIFIED	CY	50	\$	35.00	\$	1,750.00
10	RESET EXISTING CASTING	UN	9	\$	500.00	\$	4,500.00
11	BIKEWAY SAFE GRATE	UN	6	\$	350.00	\$	2,100.00
12	CAST IRON CURB PIECE	UN	3	\$	500.00	\$	1,500.00
13	CONCRETE SIDEWALK, 4" THICK	SY	375	\$	80.00	\$	30,040.00
14	CONCRETE DRIVEWAY, 6" THICK	SY	63	\$	90.00	\$	5,670.00
15	CAST IN PLACE DETECTABLE WARNING SURFACE	SY	15	\$	150.00	\$	2,400.00
16	9" X 30" CONCRETE VERTICAL CURB	LF	564	\$	35.00	\$	20,440.00
17	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC, 4" WIDE	LF	400	\$	2.00	\$	800.00
18	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC, 6" WIDE	LF	150	\$	4.00	\$	600.00
19	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC, 8" WIDE	LF	690	\$	12.00	\$	8,280.00
20	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	SF	42	\$	5.00	\$	210.00
21	REMOVAL OF TRAFFIC STRIPES, 4" WIDE	LF	479	\$	1.00	\$	479.00
22	REMOVAL OF TRAFFIC STRIPES, 6" WIDE	LF	645	\$	1.50	\$	967.50
23	REMOVAL OF TRAFFIC STRIPES, 8" WIDE	LF	339	\$	5.00	\$	1,645.00
24	REMOVAL OF TRAFFIC MARKINGS	SF	42	\$	2.50	\$	105.00
25	REGULATORY AND WARNING SIGN	SF	296	\$	35.00	\$	10,360.00
26	REFLECTIVE SIGN POST WRAP	UN	14	\$	100.00	\$	1,400.00
27	2" RIGID METALLIC CONDUIT	LF	160	\$	35.00	\$	5,600.00
28	6" RIGID METALLIC CONDUIT	LF	506	\$	50.00	\$	25,300.00
29	18" X 36" JUNCTION BOX	UN	11	\$	2,000.00	\$	22,000.00
30	FOUNDATION, TYPE SFT	UN	2	\$	1,500.00	\$	3,000.00
31	FOUNDATION, TYPE P40	UN	2	\$	3,000.00	\$	6,000.00
32	FOUNDATION, TYPE SPF	UN	4	\$	1,000.00	\$	4,000.00
33	FOUNDATION, TYPE SPK	UN	4	\$	2,000.00	\$	8,000.00
34	METER CABINET, TYPE 1	UN	2	\$	2,500.00	\$	5,000.00
35	GROUND WIRE, NO. 8 AWG	LF	708	\$	3.00	\$	2,118.00
36	SERVICE WIRE, NO. 6 AWG	LF	582	\$	3.00	\$	1,746.00
37	CONTROLLER, 3 PHASE W/ BATTERY BACKUP SYSTEM	UN	2	\$	20,000.00	\$	40,000.00
38	TRAFFIC SIGNAL STANDARD, ALUMINUM	UN	6	\$	2,500.00	\$	15,000.00
39	PEDESTRIAN SIGNAL STANDARD	UN	3	\$	1,000.00	\$	3,000.00
40	TRAFFIC SIGNAL MAST ARM, ALUMINUM	UN	8	\$	2,000.00	\$	16,000.00
41	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	LF	1,050	\$	2.50	\$	2,625.00
42	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	LF	2,098	\$	2.00	\$	4,196.00
43	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	LF	2,214	\$	2.50	\$	7,749.00
44	TRAFFIC SIGNAL HEAD	UN	16	\$	1,250.00	\$	20,760.00
45	PEDESTRIAN SIGNAL HEAD	UN	16	\$	1,000.00	\$	16,000.00
46	ACCESSIBLE PEDESTRIAN PUSH BUTTON STATION	UN	8	\$	1,000.00	\$	8,000.00
47	VIDEO IMAGE DETECTOR SYSTEMS, TYPE 1, 3 CAMERA SYSTEM	UN	2	\$	17,500.00	\$	35,000.00
48	CONTROLLER TURN-ON	UN	2	\$	5,000.00	\$	10,000.00
49	APS CENTRAL CONTROL UNIT	UN	2	\$	4,000.00	\$	8,000.00
50	INTERCONNECT CABLE	LF	1,000	\$	6.00	\$	6,000.00
51	SUSPENSION STRAND	LF	900	\$	4.00	\$	3,600.00

SUBTOTAL (STATE PARTICIPATING ITEMS) = \$ 406,815.50

ALTERNATE GROUP A ITEMS:

A1	HMA MILLING, 3" OR LESS	SY	1127	\$ 10.00	\$ 11,270.00		
A2	HOT MIX ASPHALT 12.5MM SURFACE COURSE	TON	136	\$ 120.00	\$ 16,320.00		
A3	RESET EXISTING CASTING	UN	10	\$ 500.00	\$ 5,000.00		

SUBTOTAL (STATE PARTICIPATING ITEMS + ALTERNATE ITEMS) = \$ 441,205.50

NON-PARTICIPATING ITEMS:

62	TRAFFIC DIRECTOR, JERSEY CITY POLICE	ALLOW.	1	\$ 41,000.00	\$ 41,000.00		
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SUBTOTAL (NON-PARTICIPATING ITEMS) = \$ 41,000.00

TOTAL PROJECT COST = \$ 443,015.50
 BASE BID

\$ 482,205.50
 BASE W/ALTERNATE

Mark W. Katarynuk
 Mark W. Katarynuk, P.E., P.T.O.E.
 N.J. Licensed Professional Engineer
 No. 24202280000

**New Jersey Department of Transportation
Division of Local Aid And Economic Development
Summary of Bids - State Aid**

Project	Two (2) Signalized Intersections		
Municipality	Project No. 13-005 Jersey City		
County	Hudson		

Project		Two (2) Signalized Intersections													
Municipality		Jersey City													
County		Hudson													
				Engineer's Estimate		Contractor Name		Contractor Name		Contractor Name		Contractor Name			
						Street Address		Street Address		Street Address		Street Address			
						City/State/Zip		City/State/Zip		City/State/Zip		City/State/Zip			
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
29	18" x 36" Junction Box	11	EA	\$2,000.00	\$22,000.00	\$2,205.00	\$24,255.00	\$1,675.00	\$18,425.00	\$2,450.00	\$26,950.00		\$0.00		
30	Foundation, Type SFT	2	EA	\$1,500.00	\$3,000.00	\$2,520.00	\$5,040.00	\$1,300.00	\$2,600.00	\$1,500.00	\$3,000.00		\$0.00		
31	Foundation, Type P-MC	2	EA	\$3,000.00	\$6,000.00	\$2,835.00	\$5,670.00	\$2,600.00	\$5,200.00	\$3,500.00	\$7,000.00		\$0.00		
32	Foundation, Type SPF	4	EA	\$1,000.00	\$4,000.00	\$1,470.00	\$5,880.00	\$900.00	\$3,600.00	\$1,500.00	\$6,000.00		\$0.00		
33	Foundation, Type SPK	4	EA	\$2,500.00	\$10,000.00	\$2,730.00	\$10,920.00	\$1,600.00	\$6,400.00	\$2,000.00	\$8,000.00		\$0.00		
34	Meter Cabinet, Type T	2	EA	\$2,500.00	\$5,000.00	\$3,100.00	\$6,200.00	\$2,100.00	\$4,200.00	\$1,725.00	\$3,450.00		\$0.00		
35	Ground Wire, No. 6 AWG	706	LF	\$3.00	\$2,118.00	\$1.60	\$1,129.60	\$1.85	\$1,306.10	\$3.00	\$2,118.00		\$0.00		
36	Service Wire, No. 6 AWG	582	LF	\$3.00	\$1,746.00	\$1.55	\$902.10	\$2.20	\$1,280.40	\$3.50	\$2,037.00		\$0.00		
37	Controller, 8 Phase 2/Battery Backup System	2	EA	\$20,000.00	\$40,000.00	\$21,028.00	\$42,056.00	\$32,500.00	\$65,000.00	\$17,500.00	\$35,000.00		\$0.00		
38	Traffic Signal Standard, Aluminum	6	EA	\$2,500.00	\$15,000.00	\$2,785.00	\$16,710.00	\$2,250.00	\$13,500.00	\$2,800.00	\$16,800.00		\$0.00		
39	Pedestrian Signal Standard	3	EA	\$1,000.00	\$3,000.00	\$850.00	\$2,550.00	\$675.00	\$2,025.00	\$750.00	\$2,250.00		\$0.00		
40	Traffic Signal Mast Arm, Aluminum	8	EA	\$2,000.00	\$16,000.00	\$2,825.00	\$22,600.00	\$1,650.00	\$13,200.00	\$2,250.00	\$18,000.00		\$0.00		
41	Traffic Signal Cable, 2 Conductor	1050	LF	\$2.50	\$2,625.00	\$1.95	\$2,047.50	\$1.75	\$1,837.50	\$2.75	\$2,887.50		\$0.00		
42	Traffic Signal Cable, 5 Conductor	2098	LF	\$3.00	\$6,294.00	\$2.30	\$4,825.40	\$2.15	\$4,510.70	\$3.25	\$6,818.50		\$0.00		
43	Traffic Signal Cable 10 Conductor	2214	LF	\$3.50	\$7,749.00	\$2.95	\$6,531.30	\$2.75	\$6,088.50	\$4.25	\$9,409.50		\$0.00		
44	Traffic Signal Head	15	EA	\$1,250.00	\$18,750.00	\$1,100.00	\$16,500.00	\$880.00	\$13,200.00	\$1,100.00	\$16,500.00		\$0.00		
45	Pedestrian Signal Head	16	EA	\$1,000.00	\$16,000.00	\$778.00	\$12,448.00	\$875.00	\$14,000.00	\$800.00	\$12,800.00		\$0.00		
46	Accessible Pedestrian Push Button Station	8	EA	\$1,000.00	\$8,000.00	\$385.00	\$3,080.00	\$600.00	\$4,800.00	\$400.00	\$3,200.00		\$0.00		
47	Video Image Detector Systems Type 1, 3 Camera System	2	EA	\$17,500.00	\$35,000.00	\$16,000.00	\$32,000.00	\$17,500.00	\$35,000.00	\$22,500.00	\$45,000.00		\$0.00		
48	Controller Turn-On	2	EA	\$5,000.00	\$10,000.00	\$2,150.00	\$4,300.00	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00		\$0.00		
49	APS Central Control Unit	2	EA	\$4,000.00	\$8,000.00	\$410.00	\$820.00	\$3,300.00	\$6,600.00	\$750.00	\$1,500.00		\$0.00		
50	Interconnect Cable	1000	LF	\$6.00	\$6,000.00	\$6.45	\$6,450.00	\$7.00	\$7,000.00	\$8.00	\$8,000.00		\$0.00		
51	Suspension Strand	900	LF	\$4.00	\$3,600.00	\$6.45	\$5,805.00	\$1.50	\$1,350.00	\$5.00	\$4,500.00		\$0.00		
52	Traffic Director, JC Police	1	LS	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00	\$41,000.00		\$0.00		
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
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					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
					\$0.00		\$0.00		\$0.00						

I hereby certify that this is a true copy of the bids received on 10/9/14

(Engineer)

**New Jersey Department of Transportation
Division of Local Aid And Economic Development
Summary of Bids - State Aid**

Project Two (2) Signalized Intersections
Project No. 13-005
Municipality Jersey City
County Hudson

Item #	Description	Quantity	Unit	Unit Price	Amount	Contractor Name		Contractor Name		Contractor Name		Contractor Name	
						Engineer's Estimate	Street Address	Street Address	Street Address	Street Address	Street Address	Street Address	Street Address
							3 Edison Place City/State/Zip Fairfield, NJ 07004	140 11th St. City/State/Zip Piscataway, NJ 08854	1913 Atlantic Ave, Suite 193 City/State/Zip Manasquan, NJ 08736				
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Construction Layout	1	LS	\$17,500.00	\$17,500.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$1.00	\$0.00
2	Breakaway Barricade	25	EA	\$75.00	\$1,875.00	\$21.00	\$525.00	\$1.00	\$25.00	\$1.00	\$25.00	\$1.00	\$0.00
3	Drum	25	EA	\$50.00	\$1,250.00	\$27.00	\$675.00	\$65.00	\$1,625.00	\$50.00	\$1,250.00	\$1.00	\$0.00
4	Traffic Cone	50	EA	\$15.00	\$750.00	\$16.00	\$800.00	\$10.00	\$500.00	\$1.00	\$50.00	\$1.00	\$0.00
5	Construction Signs	275	SF	\$20.00	\$5,500.00	\$16.00	\$4,400.00	\$14.00	\$3,850.00	\$10.00	\$2,750.00	\$1.00	\$0.00
6	Flashing Arrow Board, 2' x 4'	1	EA	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$500.00	\$500.00	\$1.00	\$1.00	\$1.00	\$0.00
7	Traffic Control Truck w/Mounted Crash Cushion	1	EA	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$1.00	\$0.00
8	Excavation Test Pit	10	CV	\$265.00	\$2,650.00	\$32.00	\$320.00	\$1.00	\$10.00	\$50.00	\$500.00	\$1.00	\$0.00
9	Excavation Unclassified	50	CV	\$35.00	\$1,750.00	\$32.00	\$1,600.00	\$18.00	\$900.00	\$15.00	\$750.00	\$1.00	\$0.00
10	Reset Existing Casting	3	EA	\$300.00	\$900.00	\$350.00	\$1,050.00	\$300.00	\$900.00	\$75.00	\$225.00	\$1.00	\$0.00
11	Bicycle Safe Gate	3	EA	\$350.00	\$1,050.00	\$325.00	\$975.00	\$350.00	\$1,050.00	\$400.00	\$1,200.00	\$1.00	\$0.00
12	Cast Iron Curb Piece	3	EA	\$500.00	\$1,500.00	\$370.00	\$1,110.00	\$410.00	\$1,230.00	\$400.00	\$1,200.00	\$1.00	\$0.00
13	Concrete Sidewalk, 4" Thick	376	SY	\$80.00	\$30,080.00	\$65.00	\$24,440.00	\$51.00	\$19,176.00	\$95.00	\$35,720.00	\$1.00	\$0.00
14	Concrete Driveway 6" Thick	63	SY	\$90.00	\$5,670.00	\$75.00	\$4,725.00	\$100.00	\$6,300.00	\$100.00	\$6,300.00	\$1.00	\$0.00
15	Cast In Place Detectable Warning Surface	16	SY	\$150.00	\$2,400.00	\$265.00	\$4,240.00	\$172.00	\$2,752.00	\$200.00	\$3,200.00	\$1.00	\$0.00
16	9" x 20" Concrete Vertical Curb	584	LF	\$35.00	\$20,440.00	\$32.00	\$18,688.00	\$53.00	\$31,127.20	\$60.00	\$35,040.00	\$1.00	\$0.00
17	Traffic Markings Lines, LL, Thermoplastic, 4" Wide	400	LF	\$2.00	\$800.00	\$0.65	\$260.00	\$0.66	\$264.00	\$2.25	\$900.00	\$1.00	\$0.00
18	Traffic Markings Lines, LL, Thermoplastic, 8" Wide	150	LF	\$4.00	\$600.00	\$1.30	\$195.00	\$1.35	\$202.50	\$3.50	\$525.00	\$1.00	\$0.00
19	Traffic Markings Lines, LL, Thermoplastic 24" Wide	690	LF	\$12.00	\$8,280.00	\$3.90	\$2,691.00	\$3.95	\$2,725.50	\$4.50	\$3,105.00	\$1.00	\$0.00
20	Traffic Markings Symbols, LL Thermoplastic	42	SF	\$6.00	\$252.00	\$6.05	\$254.10	\$6.05	\$254.10	\$6.75	\$283.50	\$1.00	\$0.00
21	Removal of Traffic Stripes, 4" Wide	479	LF	\$1.00	\$479.00	\$0.65	\$311.35	\$0.66	\$316.14	\$1.50	\$718.50	\$1.00	\$0.00
22	Removal of Traffic Stripes, 6" Wide	665	LF	\$1.50	\$997.50	\$1.00	\$665.00	\$1.00	\$665.00	\$2.25	\$1,496.25	\$1.00	\$0.00
23	Removal of Traffic Stripes, 24" Wide	389	LF	\$5.00	\$1,945.00	\$3.90	\$1,517.10	\$4.00	\$1,556.00	\$3.50	\$1,361.50	\$1.00	\$0.00
24	Removal of Traffic Markings	42	SF	\$2.50	\$105.00	\$6.05	\$254.10	\$6.00	\$252.00	\$4.50	\$189.00	\$1.00	\$0.00
25	Regulatory and Warning Sign	236	SF	\$35.00	\$8,260.00	\$40.00	\$9,440.00	\$40.00	\$9,440.00	\$65.00	\$15,340.00	\$1.00	\$0.00
26	Reflective Sign Post Wrap	14	EA	\$100.00	\$1,400.00	\$95.00	\$1,330.00	\$94.00	\$1,316.00	\$145.00	\$2,030.00	\$1.00	\$0.00
27	2" Rigid Metallic Conduit	160	LF	\$35.00	\$5,600.00	\$37.00	\$5,920.00	\$22.00	\$3,520.00	\$50.00	\$8,000.00	\$1.00	\$0.00
28	3" Rigid Metallic Conduit	508	LF	\$50.00	\$25,400.00	\$44.00	\$22,352.00	\$52.00	\$26,416.00	\$80.00	\$40,640.00	\$1.00	\$0.00

I hereby certify that this is a true copy of the bids received on 10/9/14.

(Engineer)

**New Jersey Department of Transportation
Division of Local Aid And Economic Development
Summary of Bids - State Aid**

Project	Two (2) Signalized Intersections
	Project No. 13-005
Municipality	Jersey City
County	Hudson

[illegible]

I hereby certify that this is a true copy of the bids received on 10/7/14

_____(Engineer)

SCHEDULE OF PRICES

BASE BID ITEMS

ITEM NO. 1 CONSTRUCTION LAYOUT

Lump Sum \$ 6000.00
Six thousand and 00/100
(Write Lump Sum Price)

ITEM NO. 2 BREAKAWAY BARRICADE

25 Units. @ \$ 21.00 per Unit \$ 525.00
Twenty-one dollars and 00/100
(Write Unit Price)

ITEM NO. 3 DRUM

25 Units @ \$ 27.00 per Unit \$ 675.00
Twenty-seven dollars and 00/100
(Write Unit Price)

ITEM NO. 4 TRAFFIC CONE

50 Units @ \$ 16.00 per Unit \$ 800.00
Sixteen dollars and 00/100
(Write Unit Price)

ITEM NO. 5 CONSTRUCTION SIGNS

275 S.F. @ \$ 16.00 per Square Foot \$ 4400.00
Sixteen dollars and 00/100
(Write Unit Price)

ITEM NO. 6 FLASHING ARROW BOARD, 2' X 4'

1 Unit @ \$ 800.00 per Unit \$ 800.00
Eight hundred dollars and 00/100
(Write Unit Price)

ITEM NO. 7 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION

1 Unit @ \$ 2500.00 per Unit \$ 2500.00

Two thousand five hundred dollars and 00/100
(Write Unit Price)

ITEM NO. 8 EXCAVATION, TEST PIT

10 C.Y. @ \$ 32.00 per Cubic Yard \$ 320.00

Thirty-two dollars and 00/100
(Write Unit Price)

ITEM NO. 9 EXCAVATION, UNCLASSIFIED

50 C.Y. @ \$ 52.00 per Unit \$ 2600.00

Fifty-two dollars and 00/100
(Write Unit Price)

ITEM NO. 10 RESET EXISTING CASTING

3 Units @ \$ 350.00 per Unit \$ 1050.00

Three hundred fifty dollars and 00/100
(Write Unit Price)

ITEM NO. 11 BICYCLE SAFE GRATE

5 Units @ \$ 325.00 per Unit \$ 1625.00

Three hundred twenty-five dollars and 00/100
(Write Unit Price)

ITEM NO. 12 CAST IRON CURB PIECE

3 Units @ \$ 370.00 per Unit \$ 1110.00

Three hundred seventy dollars and 00/100
(Write Unit Price)

ITEM NO. 13 CONCRETE SIDEWALK, 4" THICK

376 S.Y. @ 65.00 per Square Yard \$ 24,440.00

Sixty-five dollars and 00/100
(Write Unit Price)

ITEM NO. 14 CONCRETE DRIVEWAY, 6" THICK

63 S.Y. @ 75.00 per Square Yard \$ 4,725.00

Seventy-five dollars and 00/100
(Write Unit Price)

ITEM NO. 15 CAST IN PLACE DETECTABLE WARNING SURFACE

16 S.Y. @ 265.00 per Square Yard \$ 4,240.00

Two hundred sixty-five dollars and 00/100
(Write Unit Price)

ITEM NO. 16 9" X 20" CONCRETE VERTICAL CURB

584 L.F. @ \$ 32.00 per Linear Foot \$ 18,688.00

Thirty-two dollars and 00/100
(Write Unit Price)

ITEM NO. 17 TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC, 4" WIDE

400 L.F. @ \$ 0.65 per Linear Foot \$ 260.00

Zero dollars and 65/100
(Write Unit Price)

ITEM NO. 18 TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC, 8" WIDE

150 L.F. @ \$ 1.30 per Linear Foot \$ 195.00

One dollar and 30/100
(Write Unit Price)

ITEM NO. 19 TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC, 24" WIDE

690 L.F. @ \$ 3.90 per Linear Foot \$ 2,691.00

Three dollars and 90/100
(Write Unit Price)

ITEM NO. 20 TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC

42 S.F. @ \$ 6.05 per Square Foot \$ 254.10

Six dollars and 05/100
(Write Unit Price)

ITEM NO. 21 REMOVAL OF TRAFFIC STRIPES, 4" WIDE

479 L.F. @ \$ 0.65 per Linear Foot \$ 311.35

Zero dollars and 65/100
(Write Unit Price)

ITEM NO. 22 REMOVAL OF TRAFFIC STRIPES, 6" WIDE

665 L.F. @ \$ 1.00 per Linear Foot \$ 665.00

One dollar and 00/100
(Write Unit Price)

ITEM NO. 23

REMOVAL OF TRAFFIC STRIPES, 24" WIDE

389 L.F. @ 3.90 per Linear Foot

\$ 1517.10

Three dollars and 90/100
(Write Unit Price)

ITEM NO. 24

REMOVAL OF TRAFFIC MARKINGS

42 S.F. @ 6.05 per Square Foot

\$ 254.10

Six dollars and 05/100
(Write Unit Price)

ITEM NO. 25

REGULATORY AND WARNING SIGN

236 S.F. @ 40.00 per Square Foot

\$ 9440.00

Forty dollars and 00/100
(Write Unit Price)

ITEM NO. 26

REFLECTIVE SIGN POST WRAP

14 Units @ 95.00 per Unit

\$ 1330.00

Ninety-five dollars and 00/100
(Write Unit Price)

ITEM NO. 27

2" RIGID METALLIC CONDUIT

160 L.F. @ 37.00 per Linear Foot

\$ 5920.00

Thirty-seven dollars and 00/100
(Write Unit Price)

ITEM NO. 28

3" RIGID METALLIC CONDUIT

508 L.F. @ 44.00 per Linear Foot

\$ 22352.00

Forty-four dollars and 00/100
(Write Unit Price)

ITEM NO. 29

18" X 36" JUNCTION BOX

11 Units @ 2205.00 per Unit

\$ 24,255.00

Two thousand two hundred five dollars
(Write Unit Price) and ⁰⁰/₁₀₀

ITEM NO. 30

FOUNDATION, TYPE SFT

2 Units @ \$ 2520.00 per Unit

\$ 5040.00

Two thousand five hundred twenty dollars
(Write Unit Price) and ⁰⁰/₁₀₀

ITEM NO. 31

FOUNDATION, TYPE P-MC

2 Units @ \$ 2835.00 per Unit

\$ 5670.00

Two thousand eight hundred thirty-five
(Write Unit Price) dollars and ⁰⁰/₁₀₀

ITEM NO. 32

FOUNDATION, TYPE SPF

4 Units @ 1470.00 per Unit

\$ 5880.00

One thousand four hundred seventy dollars
(Write Unit Price) and ⁰⁰/₁₀₀

ITEM NO. 33

FOUNDATION, TYPE SFK

4 Units @ 2730.00 per Unit

\$ 10,920.00

Two thousand seven hundred thirty dollars
(Write Unit Price) and ⁰⁰/₁₀₀

ITEM NO. 34

METER CABINET, TYPE T

2 Units @ \$ 3100.00 per Unit

\$ 6200.00

Three thousand one hundred dollars
(Write Unit Price) and ⁰⁰/₁₀₀

ITEM NO. 35

GROUND WIRE, NO. 8 AWG

706 L.F. @ \$ 1.60 per Linear Foot\$ 1129.60One dollar and 60/100
(Write Unit Price)

ITEM NO. 36

SERVICE WIRE, NO. 6 AWG

582 L.F. @ \$ 1.55 per Linear Foot\$ 902.10One dollar and 55/100
(Write Unit Price)

ITEM NO. 37

CONTROLLER, 8 PHASE W/ BATTERY BACKUP SYSTEM

2 Units @ \$ 21028.00 per Unit\$ 42056.00Twenty one thousand twenty-eight dollars and
(Write Unit Price) 00/100

ITEM NO. 38

TRAFFIC SIGNAL STANDARD, ALUMINUM

6 Units @ \$ 2785.00 per Unit\$ 16710.00Two thousand seven hundred eighty-five dollars
(Write Unit Price) and 00/100

ITEM NO. 39

PEDESTRIAN SIGNAL STANDARD

3 Units @ \$ 850.00 per Unit\$ 2550.00Eight hundred fifty dollars and 00/100
(Write Unit Price)

ITEM NO. 40

TRAFFIC SIGNAL MAST ARM, ALUMINUM

8 Units @ \$ 2825.00 per Unit\$ 22600.00Two thousand eight hundred twenty-five dollars
(Write Unit Price) and 00/100

ITEM NO. 41 TRAFFIC SIGNAL CABLE, 2 CONDUCTOR

1,050 L.F. @ \$ 1.95 per Linear Foot \$ 2047.50

One dollar and 95/100
(Write Unit Price)

ITEM NO. 42 TRAFFIC SIGNAL CABLE, 5 CONDUCTOR

2,098 L.F. @ \$ 2.30 per Linear Foot \$ 4825.40

Two dollars and 30/100
(Write Unit Price)

ITEM NO. 43 TRAFFIC SIGNAL CABLE, 10 CONDUCTOR

2,214 L.F. @ \$ 2.95 per Linear Foot \$ 6531.30

Two dollars and 95/100
(Write Unit Price)

ITEM NO. 44 TRAFFIC SIGNAL HEAD

15 Units @ \$ 1100.00 per Unit \$ 16500.00

One thousand one hundred dollars and 00/100
(Write Unit Price)

ITEM NO. 45 PEDESTRIAN SIGNAL HEAD

16 Units @ \$ 778.00 per Unit \$ 12448.00

Six hundred seventy-eight dollars and 00/100
(Write Unit Price)

ITEM NO. 46 ACCESSIBLE PEDESTRIAN PUSH BUTTON STATION

8 Units @ \$ 385.00 per Unit \$ 3080.00

Three hundred eighty-five dollars and 00/100
(Write Unit Price)

ITEM NO. 47 VIDEO IMAGE DETECTOR SYSTEMS, TYPE 1, 3 CAMERA SYSTEM

2 Units @ \$ 16,000.00 per Unit \$ 32000.00

Sixteen thousand dollars and 00/100
(Write Unit Price)

ITEM NO. 48 CONTROLLER TURN-ON

2 Units @ \$ 2150.00 per Unit \$ 4300.00

Two thousand one hundred fifty dollars and 00/100
(Write Unit Price)

ITEM NO. 49 APS CENTRAL CONTROL UNIT

2 Units @ \$ 410.00 per Unit \$ 820.00

Four hundred ten dollars and 00/100
(Write Unit Price)

ITEM NO. 50 INTERCONNECT CABLE

1,000 L.F. @ \$ 6.45 per Linear Foot \$ 6450.00

Six dollars and 45/100
(Write Unit Price)

ITEM NO. 51 SUSPENSION STRAND

900 L.F. @ \$ 6.45 per Linear Foot \$ 5805.00

Six dollars and 45/100
(Write Unit Price)

ITEM NO. 52 TRAFFIC DIRECTOR, JERSEY CITY POLICE

1 Allowance @ \$ 41,000.00 per Allowance \$ 41,000.00

Forty-One Thousand Dollars and No Cents
(Write Unit Price)

TOTAL PRICE FOR BASE BID

\$ 399,407.55
(Price in Figures)

\$ Three hundred ninety-nine thousand four hundred seven dollars and 55/100
(Price in Words, Dollars and Cents)

NOTE: This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

ALTERNATE GROUP A ITEMS

ITEM NO. A1 HMA MILLING, 3" OR LESS

1,127 S.Y. @ 17.00 per Square Yard \$ 19,159.00

Seventeen dollars and 00/100
(Write Unit Price)

ITEM NO. A2 HOT MIX ASPHALT 12.5M64 SURFACE COURSE

136 Tons @ 195.00 per Ton \$ 26,520.00

One hundred ninety-five dollars and 00/100
(Write Unit Price)

ITEM NO. A3 RESET EXISTING CASTING

10 Units @ 350.00 per Unit \$ 3,500.00

Three hundred fifty dollars and 00/100
(Write Unit Price)

NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on Alternate Group A, then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus Alternate

Group A. Under this procedure, if the City wished to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

TOTAL PRICE FOR ALTERNATE GROUP A

\$ 49,179.00
(Price in Figures)

\$ Forty-nine thousand one hundred seventy-nine dollars and 00/100
(Price in Words, Dollars and Cents)

TOTAL PRICE FOR BASE BID PLUS ALTERNATE GROUP A

\$ 448,586.55
(Price in Figures)

\$ Four hundred forty-eight thousand five ⁰⁰ hundred eighty-six dollars and 55/100
(Price in Words, Dollars and Cents)

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Bryan Desrosiers

Representative's Signature: [Signature]

Name of Company: Tiffany Electric, Inc. Tel. No.: _____ Date: 10/9/2014

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: Primo Des Rosiers President
Representative's Signature: [Signature]
Name of Company: Tiffany Electric, Inc.
Tel. No.: _____ Date: October 9, 2014

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Tiffany Electric Inc.

Address : 3 Edison Place Fairfield NJ 07004

Telephone No. : 973.808.0901

Contact Name: Brian DesRosiers

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Two Signalized Intersections # 13-005
 Contractor: Tiffany Electric, Inc. Bid Amt. \$ 448,586.55

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
1				
Underground Electrical Work	140,000	✓		
Signs / Striping	15,000			
Paving (Alternate)	49,000			

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Two Signalized Intersections # 13-005

Contractor: Tiffany Electric, Inc. Bid Amt. \$ 448,586.55

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Underground Electrical	140,000	✓		
Signs / Striping Work	15,000			
Paving (Alternate)	49,000			

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Two Signalized Intersection's

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We make every effort to solicit prices from
women-owned and minority vendors/contractors

Name of Contractor Tiffany Electric, Inc.

By: Signature

Type or print name/title: Brian Des Rosiers President

Telephone No: _____ Date October 9, 2014

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPPORTUNITY COPY

MWBE Page 3 Project Two Signalized Intersection's

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither


3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We make every effort to solicit prices from

women-owned and minority vendors/contractors

Name of Contractor Tiffany Electric, Inc.

By: Signature



Type or print name/title: Brian DesRosiers President

Telephone No: _____

Date October 9, 2014

For City Use: _____

Acceptable M/W Business Participation levels for this Project: _____

By _____

Date: _____

PURCHASING COPY

**"New Jersey Business Registration Requirements"
For Construction Contracts**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TIFFANY ELECTRIC, INC.
Trade Name:
Address: 3 EDISON PLACE
FAIRFIELD, NJ 07004-3519
Certificate Number: 0103971
Effective Date: August 21, 1979
Date of Issuance: November 08, 2012

For Office Use Only:

20121108131647000



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0103971 FOR TIFFANY ELECTRIC, INC. IS VALID.

VERIFIED
PC

Certificate Number
606169

Registration Date: 05/24/2014
Expiration Date: 05/23/2016



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014
Tiffany Electric, Inc.

Responsible Representative(s):
Brian Des Rosiers, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-703
Agenda No. 10.Y



WITHDRAWN

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO
KERRI L. CAMPBELL, ESQ. OF THE FIRM OF CHADBOURNE & PARKE TO
ASSIST AND ADVISE THE CITY OF JERSEY CITY IN THE MATTER OF JERSEY
CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. v. CITY OF JERSEY
CITY, ET AL.**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City and former Chief of Police Robert Cowan are defendants in a complaint filed in Superior Court of New Jersey alleging violation of First Amendment Rights; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to assist and advise the City of Jersey City in this matter; and

WHEREAS, Kerri L. Campbell, Esq. of the firm of Chadbourne & Parke is qualified to perform these services and will provide these services at the rate of **\$200.00 per hour**, including expenses, for a total amount not to exceed **\$30,000**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services "directly and openly" as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Kerri L. Campbell, Esq. of the law firm of Chadbourne & Parke have completed and submitted a Business Entity Disclosure Certification which certifies that she has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Kerri L. Campbell, Esq. of the law firm of Chadbourne & Parke from making any reportable contributions during the term of the contract; and

WHEREAS, Chadbourne & Parke has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Chadbourne & Parke have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **14-14-298-56-000-856**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Kerri L. Campbell, Esq. of the law firm of Chadbourne & Parke is hereby authorized for one year, effective October 22, 2014, for a total amount not to exceed **\$30,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO
KERRI L. CAMPBELL, ESQ. OF THE FIRM OF CHADBOURNE & PARKE TO
ASSIST AND ADVISE THE CITY OF JERSEY CITY IN THE MATTER OF JERSEY
CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. v. CITY OF JERSEY
CITY, ET AL.**

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 14-14-298-56-000-856** for payment of this resolution

Matthew Hogan, Risk Manager

WITHDRAWN

igp
10/9/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

AGREEMENT

This Agreement dated the _____ day of _____, 2014 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Kerri L. Campbell, Esq. of the law firm of Chadbourne & Parke, 1200 New Hampshire Avenue NW, Washington, DC. ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to assist and advise the City of Jersey City with legal services in connection with Jersey City Police Superior Officers Association, et al. v. City of Jersey City, et al.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

- A. For the above services, Special Counsel shall be compensated at the rate of \$200.00 per hour, including expenses. The total amount of this agreement shall not exceed \$30,000.00 .
- B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during

the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakolessi
Business Administrator

WITNESS:

Chadbourne & Parke

Kerri L. Campbell, Esq.

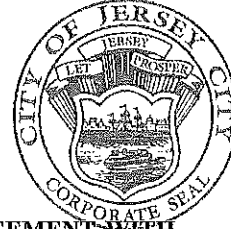
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.704

Agenda No. 10.7

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ARLEO, DONOHUE & BIANCAMANO, LLC TO ASSIST AND ADVISE THE CITY OF JERSEY CITY WITH THE COORDINATION OF RESPONSES TO INFORMATION REQUESTS

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City requires the services of an attorney to assist and advise with the coordination of responses to information requests; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to assist and advise the City of Jersey City in this matter; and

WHEREAS, Arleo, Donohue & Biancamano, LLC is qualified to perform these services and will provide these services at the City's **usual hourly rate**, including expenses, for a total amount not to exceed **\$20,000**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services "directly and openly" as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Arleo, Donohue & Biancamano, LLC have completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the law firm of Arleo, Donohue & Biancamano, LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Arleo, Donohue & Biancamano, LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Arleo, Donohue & Biancamano, LLC have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **14-01-201-20-155-312**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

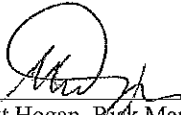
1. The contract with the law firm of Arleo, Donohue & Biancamano, LLC is hereby authorized for one year, effective October 22, 2014, for a total amount not to exceed **\$20,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

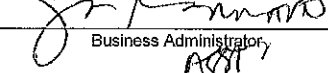
City Clerk File No. Res. 14.704Agenda No. 10.Z OCT 22 2014

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
THE LAW FIRM OF ARLEO, DONOHUE & BIANCAMANO, LLC TO ASSIST AND
ADVISE THE CITY OF JERSEY CITY WITH THE COORDINATION OF RESPONSES
TO INFORMATION REQUESTS**

I hereby certify that there are sufficient funds available in **Account No.: 14-14-298-56-000-856**
for payment of this resolution


 Matt Hogan, Risk Manager

 :igp
 10/10/14
APPROVED: APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐

Corporation Counsel


APPROVED 8-1


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrnes, City Clerk

AGREEMENT

This Agreement dated the _____ day of _____, 2014 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Arleo, Donohue & Biancamano, LLC ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to assist and advise the City of Jersey City with coordinating responses to information requests.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$20,000.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. Special Counsel shall contact the City when Special Counsel are within

15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

ARLEO, DONOHUE &
BIANCAMANO, LLC

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/a3302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 5
4. COMPANY NAME Arleo & Donohue, LLC		
5. STREET 622 Eagle Rock Avenue	CITY West Orange	COUNTY Essex
STATE NJ	ZIP CODE 07052	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE
ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDING CONTRACT		
CITY	COUNTY	STATE
ZIP CODE		

Official Use Only	DATE RECEIVED	INAG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals	4	2	2						2					2
Technicians														
Sales Workers														
Office & Clerical	1		1							1				
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	5	2	3						2	1				2
Total employment from previous report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 10 31 2013
13. DATES OF PAYROLL PERIOD USED From: 9/26/14 To: 10/10/14		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Timothy M. Donohue	SIGNATURE 	TITLE Member	DATE MO DAY YEAR 10 10 2014
17. ADDRESS NO. & STREET 622 Eagle Rock Avenue	CITY West Orange	COUNTY Essex	STATE NJ
ZIP CODE 07052	PHONE (AREA CODE, NO., EXTENSION) 973 - 736 - 8660		

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

TIMOTHY M. DONOHUE

Representative's Signature:

TMD

Name of Company:

Arleo + Donohue LLC

Tel. No.: 973 736-8660

Date: 10/10/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: TIMOTHY M. DONOHUE, MEMBER
 Representative's Signature: TMDonohue
 Name of Company: Allen & Donohue LLC
 Tel. No.: 973-736-8660 Date: 10/10/14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders.**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Arleo + Donohue, LLC
Address : 622 Eagle Rock Ave. W. Orange NJ 07052
Telephone No. : 973 - 736 - 8660
Contact Name : Tim Donohue

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation:

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Aulis + Donohue (name of business entity) has not made any reportable contributions in the **one-year period preceding 10/10/2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Aulis + Donohue (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Aulis + Donohue

Signed T. Donohue Title: Member

Print Name: Timothy Donohue Date: 10/10/14

Subscribed and sworn before me
this 10th day of Oct, 2014.

My Commission expires:

Sharon E. Boyle
(Affiant)
My Commission Expires AUGUST 2, 2015
(Print name of Notary Public of New Jersey)
(Corporate Seal)

SHARON E. BOYLE
A Notary Public of New Jersey
My Commission Expires AUGUST 2, 2015

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)
shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
 ☒ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
TIMOTHY DONOHUE	834 SHACKAMAXON DRIVE WESTFIELD NJ 07090
FRANK AAleo	35 Highview ROAD CALDWELL NJ 07006

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Aleo + Donohue LLCSigned: Timothy Donohue Title: MemberPrint Name: Timothy Donohue Date: 10/10/14Subscribed and sworn before me this 10 day ofOCT, 2014

SHARON E. BOYLE

A Notary Public of New Jersey

My Commission expires:

My Commission Expires AUGUST 2, 2015

(Affiant)

(Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

Ailes + Donohue LLC

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

Required Pursuant To N.J.S.A. 19:44A-20.26

Part I - Vendor Information

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Printed Name Timothy M. Donohue Title PARTNER

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]☐ Check here if the information is continued on subsequent page(s)

09/10/14

Taxpayer Identification:#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ARLEO & DONOHUE, L.L.C.

ADDRESS:

622 EAGLE ROCK AVE
WEST ORANGE NJ 07052-2994
EFFECTIVE DATE:

10/13/99


TRADE NAME:

SEQUENCE NUMBER:

0744837

ISSUANCE DATE:

09/10/14


Director
New Jersey Division of Revenue

FORM BRC

104-681-1520-5467

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.705

Agenda No. _____ 10.Z.1

Approved: _____ OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CARJEN FENCE CO. INC., FOR THE DEAD END STREET IMPROVEMENTS, PHASE 2, JC PROJECT NO. 08-044B FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for **The Dead End Street Safety Improvements, Phase 2, JC Project No. 08-044B** for the Department of Administration/Division of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Five (5) Bids**, the lowest responsible bid being that from **Carjen Fence Co. Inc., 1223 Park Street, Peekskill, NY, 10566**, in the total bid amount of **Two Hundred Thirty Nine Thousand, Five Hundred Eighty Five (\$239,585.31) Dollars and Thirty One Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **Two Hundred Thirty Nine Thousand, Five Hundred Eighty Five (\$239,585.31) Dollars and Thirty One Cents** are available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in **State Grant Acct #02-213-40-368-314** and **City Capital Acct #04-215-55-863-990**; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-368-314	115013	Grant Acct	\$220,000.00
04-215-55-863-990	115014	Capital Acct	\$19,585.31
		Bid Total	\$239,585.31
04-215-55-863-990	115015	Contingency	\$23,958.53
		Total Encumbrance	\$263,543.84

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

WHEREAS, if funds are not available for the contract in the 2014 permanent budget, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Carjen Fence Co. Inc.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq. and be it further

(Continued on page 2)

City Clerk File No. Res. 14.705Agenda No. 10.Z.1 OCT 22 2014

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CARJEN FENCE CO. INC., FOR THE DEAD END STREET IMPROVEMENTS, PHASE 2, JC PROJECT NO. 08-044B FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION**

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-368-314	115013	Grant Acct	\$220,000.00
04-215-55-863-990	115014	Capital Acct	<u>\$19,585.31</u>
		Bid Total	\$239,585.31
04-215-55-863-990	115015	Contingency	\$23,958.53
		Total Encumbrance	\$263,543.84

Approved by

Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr. President of Council

Robert Byrne City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CARJEN FENCE CO., INC. FOR THE DEAD END STREET SAFETY IMPROVEMENTS, PHASE 2, JC PROJECT NO. 08-044B, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic & Transportation
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This project involves safety improvements to 21 dead end street locations and adjoining street intersections throughout the City of Jersey City. It includes installation of beam guide rail, tangent guide rail terminals, beam guide rail anchorages, concrete planters with boxwood shrubs, concrete filled bollards, chain link fence, new traffic signs and 18"x18" object markers and removal of existing old guide rail.

The installation of concrete bollards and beam guide rail will protect the motorist from any end of road obstacle or hazard. The installation of regulatory and warning signs will alert the motorist to any roadside obstacle or hazard. For locations of the proposed dead end streets, please refer to the attached list.

Cost (Identify all sources and amounts)

State Grant	R#0167374 Base	\$220,000.00
Engineering Capital	R#0167778 Base	\$19,585.31
Engineering Capital	R#0167779 Cont.	\$23,958.53
	Encumbered	\$ 263,543.84

Contract term (include all proposed renewals)

After Notice to Proceed, to be completed within 120 consecutive calendar days.

Type of award

PUBLIC BID

If "Other Exception", enter type

Additional Information

State funded project must be awarded by November 7, 2014.

Five (5) bids were received on Tuesday, October 7, 2014.

Carjen Fence Co. Inc. Peckskill, NY	Base Bid: \$239,585.31
Road Safety Systems, Vincetown, NJ	Base Bid: \$248,541.00
Montana Construction Corp. Lodi, NJ	Base Bid: \$256,910.00
J.Fletcher Creamer, Hackensack, NJ	Base Bid: \$278,796.00
Zaccaro, Inc. Saddle Brook, NJ	Base Bid: \$303,185.00

I certify that all the facts presented herein are accurate.

Robert Kakoleski, B.A., Department Director

Date 10/14/14



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 10, 2014
TO : Peter Folgado, Purchasing Director
FROM : Robert Kakoleski, Business Administrator
SUBJECT : Dead End Street Safety Improvements, Phase 2
J.C. Project #08-044B
Re: Contract Award

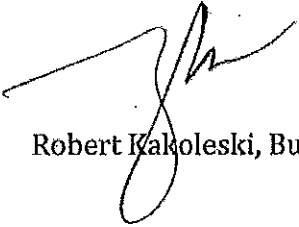
I recommend that the contract be awarded to:

Carjen Fence Co., Inc.
1223 Park Street
Peekskill, New York 10566

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **October 22, 2014 Council Meeting**.

Req. 0167374	02-213-40-368-314	\$ 220,000.00	State Grant
Req. 0167778	04-215-55-863-990	\$ 19,585.31	Capital
Req. 0167779	04-215-55-863-990	<u>\$ 23,958.53</u>	(10% Contingency)
		\$ 263,543.34	

If you have any questions, please do not hesitate to call.


Robert Kakoleski, Business Administrator

/ab
Attachments

c: Brian F. Weller, Director, Division of AET&T
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5800 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 10, 2014

TO : Robert Kakolesski, Business Administrator

FROM : Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation

SUBJECT : Dead End Street Safety Improvements, Phase 2
J.C. Project #08-044B
Re: Award Recommendation

This Division has reviewed the five (5) bid received on Tuesday, October 7, 2014 and recommend award to the low bidder, Carjen Fence Co., 1223 Park Street, Peekskill, New York 10566.

Please advise the Division of Purchasing to prepare a Resolution to award this contract to Carjen Fence Co. for the October 22, 2014 Municipal Council Meeting.

ab
Attachments

c: Peter Folgado, Purchasing Director
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division

CITY OF JERSEY CITY
Department of Administration
Division of Architecture, Engineering, Traffic & Transportation

MEMORANDUM

DATE: October 10, 2014
FROM: Stanley Huang, Angel Alvarado
TO: Brian Weller, Division Director
SUBJECT: Award Recommendation
PROJECT: Dead End Street Safety Improvements, Phase 2
J.C. Project #08-044B

This Division has reviewed the five (5) bids received on Tuesday, October 7, 2014 for the above mentioned project and find the lowest qualified base bid submitted by Carjen Fence Co. Inc., Peekskill, NY to be acceptable to this division. The bid amount from Zuccaro, Inc. was revised to be \$303,185.00. Attached, please find a copy of the Summary of Bids Table.

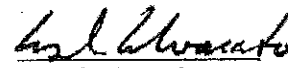
Please advise the Division of Purchasing to prepare a Resolution to award a contract to Carjen Fence, on the October 22, 2014 council meeting for the total construction base bid amount of \$239,585.31 plus a 10% contingency of \$23,958.53 for a total encumbrance of \$263,543.84.

This project is to be funded as shown below and as per the attached revised hard copies purchase requisitions previously transmitted electronically. Please have Purchasing assign and type the appropriate purchase order numbers on the Resolution.

<u>Funding Source</u>	<u>Account No.</u>	<u>Amount</u>	<u>Req. No.</u>
MA- ATP-2013	02-213-40-368-314	\$220,000.00 (Base Bid)	0167374
2009 Engineering Capital	04-215-55-863-990	\$19,585.31 (Base Bid)	0167778
Total Base Bid = \$239,585.31			
2009 Engineering Capital	04-215-55-863-990	\$23,958.53 (10% Cont.)	0167779
Total Encumbrance = \$263,543.84			

Should you have any questions or need additional information, please call our office at x4412.


Stanley Huang
City Engineer


Angel Alvarado
Project Manager

Cc: Robert Kakoleski, B.A.
Peter Folgado, Purchasing Director
Dawn Odom, Supervising Administrative Analyst

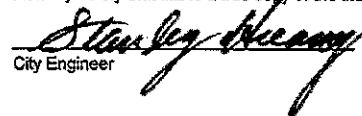
DEAD END STREETS SAFETY IMPROVEMENTS, PHASE 2 - PROJECT NO.08-044B

Bid Received : October 7, 2014			ENGINEER'S ESTIMATE		Zuccaro, Inc. Saddle Brook, NJ		Carjen Fence Peekskill, NY		Road Safety Systems, LLC Vincetown, NJ		Montana Construction Corp. Lodi, NJ		J. Fletcher Creamer Hackensack, NJ		Avg. Bid of First Low Four Bidders.	
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	DRUM	20 UNIT	\$16.00	\$320.00	\$50.00	\$1,000.00	\$75.57	\$1,513.40	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$31.92	\$638.35
2	TRAFFIC CONE	40 UNIT	\$6.00	\$240.00	\$50.00	\$2,000.00	\$30.83	\$1,233.20	\$1.00	\$40.00	\$1.00	\$40.00	\$1.00	\$40.00	\$20.71	\$828.30
3	CONSTRUCTION SIGNS	80 SF	\$10.00	\$800.00	\$50.00	\$4,000.00	\$38.16	\$3,052.80	\$1.00	\$80.00	\$100.00	\$8,000.00	\$1.00	\$80.00	\$47.29	\$3,783.20
3A	TRAFFIC DIRECTOR, FLAGGER	200 HOUR	\$60.53	\$12,106.00	\$100.00	\$20,000.00	\$140.00	\$28,000.00	\$10.00	\$2,000.00	\$65.00	\$13,000.00	\$10.00	\$2,000.00	\$78.75	\$15,750.00
4	CHAIN LINK FENCE, 6' HIGH	121 LF	\$65.00	\$7,865.00	\$125.00	\$15,125.00	\$65.88	\$7,971.48	\$84.00	\$10,164.00	\$100.00	\$12,100.00	\$130.00	\$15,730.00	\$93.72	\$11,340.12
5	BEAM GUIDE RAIL	161 LF	\$58.00	\$9,338.00	\$150.00	\$24,150.00	\$63.28	\$10,188.08	\$78.00	\$12,558.00	\$100.00	\$16,100.00	\$47.00	\$7,567.00	\$97.82	\$15,749.02
6	RUB RAIL	50 LF	\$10.00	\$500.00	\$50.00	\$2,500.00	\$21.70	\$1,085.00	\$8.00	\$400.00	\$100.00	\$5,000.00	\$5.00	\$300.00	\$44.93	\$2,246.25
7	TANGENT GUIDE RAIL TERMINAL, 25' LONG	2 UNIT	\$3,400.00	\$6,800.00	\$5,000.00	\$12,000.00	\$5,801.00	\$11,602.00	\$3,200.00	\$6,400.00	\$3,500.00	\$7,000.00	\$3,800.00	\$7,600.00	\$4,625.25	\$9,250.50
8	BEAM GUIDE RAIL ANCHORAGE	2 UNIT	\$1,350.00	\$2,700.00	\$1,000.00	\$2,000.00	\$5,500.00	\$11,000.00	\$2,100.00	\$4,200.00	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$2,775.00	\$5,550.00
9	BEAM GUIDE RAIL BLOCKOUT (SYNTHETIC)	7 UNIT	\$34.50	\$241.50	\$1,000.00	\$7,000.00	\$54.00	\$378.00	\$50.00	\$350.00	\$50.00	\$350.00	\$500.00	\$3,500.00	\$288.50	\$2,019.50
10	REMOVAL OF BEAM GUIDE RAIL	332 LF	\$7.50	\$2,490.00	\$20.00	\$6,640.00	\$13.49	\$4,478.68	\$18.00	\$5,976.00	\$150.00	\$49,800.00	\$28.00	\$9,256.00	\$50.37	\$16,723.67
11	TRAFFIC SIGN WITH STEEL U-POST	554 SF	\$50.50	\$27,977.00	\$80.00	\$44,320.00	\$72.76	\$40,309.04	\$87.00	\$48,198.00	\$25.00	\$13,850.00	\$82.00	\$45,428.00	\$66.19	\$36,669.26
12	RELOCATE EXISTING TRAFFIC SIGN ON NEW U-POST	34 UNIT	\$200.00	\$6,800.00	\$250.00	\$8,500.00	\$312.94	\$10,639.96	\$295.00	\$10,030.00	\$500.00	\$17,000.00	\$390.00	\$13,260.00	\$339.48	\$11,542.48
13	RELOCATE EXISTING SIGN	3 UNIT	\$100.00	\$300.00	\$250.00	\$750.00	\$247.33	\$741.99	\$195.00	\$585.00	\$600.00	\$1,800.00	\$400.00	\$1,200.00	\$323.08	\$969.25
14	18" x 18" OBJECT MARKER, TYPE OM4-1	77 UNIT	\$167.00	\$12,859.00	\$300.00	\$23,100.00	\$305.47	\$23,521.19	\$265.00	\$20,405.00	\$100.00	\$7,700.00	\$400.00	\$30,800.00	\$242.82	\$18,681.55
14A	REFLECTIVE SIGN POST WRAP	104 UNIT	\$103.00	\$10,712.00	\$150.00	\$15,600.00	\$69.46	\$7,223.84	\$225.00	\$23,400.00	\$100.00	\$10,400.00	\$75.00	\$7,800.00	\$136.12	\$14,155.96
15	VARIEGATED BOXWOOD SHRUB, INCLUDING TOP SOIL	14 UNIT	\$375.00	\$5,250.00	\$250.00	\$3,500.00	\$103.00	\$1,442.00	\$425.00	\$5,950.00	\$300.00	\$4,200.00	\$500.00	\$6,800.00	\$269.50	\$3,773.00
16	CONCRETE PLANTER, 36" DIAMETER, 36" HIGH	14 UNIT	\$2,100.00	\$29,400.00	\$3,000.00	\$42,000.00	\$2,470.00	\$34,580.00	\$2,295.00	\$32,130.00	\$2,500.00	\$35,000.00	\$3,300.00	\$46,200.00	\$2,566.25	\$35,927.50
17	6" DIAMETER STEEL BOLLARDS, CONCRETE FILLED	65 UNIT	\$1,200.00	\$78,000.00	\$1,000.00	\$65,000.00	\$485.61	\$30,264.65	\$895.00	\$58,175.00	\$750.00	\$48,750.00	\$1,075.00	\$69,875.00	\$777.65	\$50,547.41
18	HMA 12.5M64 SURFACE COURSE	2 TON	\$90.00	\$180.00	\$1,000.00	\$2,000.00	\$3,350.00	\$6,700.00	\$1,750.00	\$3,500.00	\$300.00	\$600.00	\$350.00	\$700.00	\$1,602.50	\$3,205.00
19	CONCRETE REMOVAL	4 CY	\$375.00	\$1,500.00	\$500.00	\$2,000.00	\$916.00	\$3,664.00	\$995.00	\$3,980.00	\$300.00	\$1,200.00	\$1,500.00	\$6,000.00	\$676.25	\$2,705.00
TOTAL BASE BID AMOUNT			\$216,378.50		Revised: \$303,185.00		\$239,585.31		\$248,541.00		\$256,910.00		\$278,796.00		\$262,055.33	

Jersey City
Hudson County

Department of Administration
Division of Architecture, Engineering, Traffic & Transportation

I hereby certify that this is a true copy of the bids received.


City Engineer

Prepared: 10/9/2014
By: Angel Alvarado

A.A.

SCHEDULE OF PRICES

ITEM NO. 1	DRUM	\$ <u>1,513.40</u>
	20 Units @ \$ <u>75.67</u> per Unit	
	Seventy five dollars & 67/100	
	(Write Unit Price)	
ITEM NO. 2	TRAFFIC CONE	\$ <u>1,233.20</u>
	40 Units @ \$ <u>30.83</u> per Unit	
	Thirty dollars & 83/100	
	(Write Unit Price)	
ITEM NO. 3	CONSTRUCTION SIGNS (W20-1F)	\$ <u>3,052.80</u>
	80 S.F. @ \$ <u>38.16</u> per Square Foot	
	Thirty eight dollars & 16/100	
	(Write Unit Price)	
ITEM NO. 3A	TRAFFIC DIRECTOR, FLAGGER	\$ <u>28,000.00</u>
	200 Hours @ \$ <u>140.00</u> per Hours	
	One hundred forty dollars & 00/100	
	(Write Unit Price)	

ITEM NO. 4 CHAIN LINK FENCE, 6'HIGH \$ 7,971.48

121 LF @ \$ 65.88 per Linear Foot

Sixty five dollars & 88/100
(Write Unit Price)

ITEM NO. 5 BEAM GUIDE RAIL \$ 10,188.08

161 L.F. @ \$ 63.28 per Linear Foot

Sixty three dollars & 28/100
(Write Unit Price)

ITEM NO. 6 RUB RAIL (IF & WHERE DIRECTED) \$ 1,085.00

50 L.F. @ \$ 21.70 per Linear Foot

Twenty one dollars & 70/100
(Write Unit Price)

ITEM NO. 7 TANGENT GUIDE RAIL TERMINAL, 25' LONG \$ 11,602.00

2 Units @ \$ 5,801.00 per Unit

Five thousand eight hundred one dollars & 00/100
(Write Unit Price)

ITEM NO. 8 BEAM GUIDE RAIL ANCHORAGE \$ 11,000.00

2 Units @ \$ 5,500.00 per Unit

Five thousand five hundred dollars & 00/100

(Write Unit Price)

ITEM NO. 9 BEAM GUIDE RAIL BLOCK OUT (SYNTHETIC) \$ 378.00

7 Units @ \$ 54.00 per Unit

Fifty four dollars & 00/100

(Write Unit Price)

ITEM NO. 10 REMOVAL OF BEAM GUIDE RAIL \$ 4,478.68

332 L.F. @ \$ 13.49 per Linear Foot

Thirteen dollars & 49/100

(Write Unit Price)

ITEM NO. 11 TRAFFIC SIGN WITH NEW STEEL U-POST \$ 40,309.04

554 S.F. @ \$ 72.76 per Square Foot

Seventy two dollars & 76/100

(Write Unit Price)

ITEM NO. 12 RELOCATE EXISTING TRAFFIC SIGN
ON NEW STEEL U-POST \$ 10,639.96

34 Units @ \$ 312.94 per Unit

Three hundred twelve dollars & 94/100

(Write Unit Price)

ITEM NO. 13 RELOCATE EXISTING SIGN

\$ 741.99

3 Units @ \$ 247.33 per Unit

Two hundred forty seven dollars & 33/100

(Write Unit Price)

ITEM NO. 14. 18" x 18" OBJECT MARKER, TYPE OM4-1

\$ 23,521.19

77 Units @ \$ 305.47 per Unit

Three hundred five dollars & 47/100

(Write Unit Price)

ITEM NO. 14A REFLECTIVE SIGN POST WRAP

\$ 7,223.84

104 Units @ \$ 69.46 per Unit

Sixty nine dollars & 46/100

(Write Unit Price)

ITEM NO. 15 VARIEGATED BOXWOOD SHRUB,
INCLUDING TOP SOIL

\$ 1,442.00

14 Units @ \$ 103.00 per Unit

One hundred three dollars & 00/100

(Write Unit Price)

ITEM NO. 16 CONCRETE PLANTER, 36" DIAMETER,
36" HIGH

\$ 34,580.00

14 Units @ \$ 2,470.00 per Unit

Two thousand four hundred seventy dollars & 00/100

(Write Unit Price)

ITEM NO. 17 6" DIAMETER STEEL BOLLARD,
CONCRETE FILLED \$ 30,264.65

65 Units @ \$ 465.61 per Unit

Four hundred sixty five dollars & 61/100
(Write Unit Price)

ITEM NO. 18 HMA 12.5M64, SURFACE COURSE \$ 6,720.00

2 Tons @ \$ 3,360.00 per Unit

Three thousand three hundred sixty dollars & 00/100
(Write Unit Price)

ITEM NO. 19 CONCRETE REMOVAL \$ 3,640.00

4 C.Y. @ \$ 910.00 per Cubic Yard

Nine hundred ten dollars & 00/100
(Write Unit Price)

TOTAL BID PRICE

\$ 239,585.31
(In figures)

\$ Two hundred thirty nine thousand, five hundred eighty five dollars & 31/100
(Price in Words, Dollars and Cents)

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph Calicchia, Jr / President

Representative's Signature: 

Name of Company: Carjen Fence Co., Inc. Tel. No.: 914-737-7700 Date: 10/7/14

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Carjen Fence Co., Inc.
Address : 1223 Park Street, Peekskill NY 10566
Telephone No. : 914-737-7700
Contact Name: Joseph Calicchia, Jr.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Carjen Fence Co., Inc.
Address : 1223 Park Street, Peekskill NY 10566
Telephone No. : 914-737-7700
Contact Name: Joseph Calicchia, Jr.

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Dead End Streets Safety Improvements Phase 2# 08-044B

Contractor: Carjen Fence Co., Inc. Bid Amt, \$

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Signs Materials	TBD		x	
Guiderail Materials	TBD		x	

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Dead End Streets Safety Improvements Phase 2 # 08-044B

Contractor: Carjen Fence Co., Inc. Bid Amt. \$

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Signs Materials	TBD		x	
Guiderail Materials	TBD		x	

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Guiderail Materials	Di Highway Sign & Structure Corp. 40 Greenman Ave./P.O. Box 123 New York Mills, NY 13417	TBD		x	
Signs Materials	ComplianceSigns.com 58 South Main Street Chadwick, IL 61014	TBD		x	

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We obtain lists of W/MBE certified firms, fax and email price quote requests.

Name of Contractor Carjen Fence Co., Inc.

By: Signature 

Type or print name/title: Joseph Calicchia, Jr./ President

Telephone No: 914-737-7700 Date: 10/7/14

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By: _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

FORM AA-201

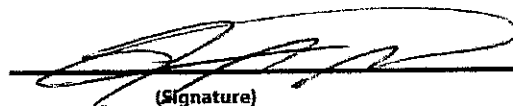
ed 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT Name: City of Jersey City Address: 394 Central Avenue Jersey City NJ 07307					
3. NAME AND ADDRESS OF PRIME CONTRACTOR Carjen Fence Co., Inc. (Name) 1223 Park Street (Street Address) Peekskill NY 10566 (City) (State) (Zip Code)				CONTRACT NUMBER 08-044B		DATE OF AWARD		DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT Name: Dead End Street Safety Address: Improvements Phase 2		7. PROJECT NUMBER 08-044B		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/> X	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN DATE		PROJECTED COMPLETION DATE	
		MALE FEMALE		MALE FEMALE					
		J AP J AP		J AP J AP					
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER		1				1			
8. OPERATING ENGINEER									
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER									
18. LABORER		1		2		3			
19. OTHER									
20. OTHER									

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.


(Signature)

Joseph Calicchia, Jr.

(Please Print Your Name)

President

(Title)

14

737-7700

Oct-07-2014

(Area Code)

(Telephone Number)

(Ext.)

(Date)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

CARJEN FENCE COMPANY

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

1084360

ADDRESS:

1223 PARK STREET
PEEKSKILL, NY 10586

ISSUANCE DATE:

08/31/04

EFFECTIVE DATE:

11/14/02

FORM-BRC(08-01)

J.P. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1084360 FOR CARJEN FENCE COMPANY IS VALID.

VERIFIED
PG

Certificate Number
673433



Registration Date: 10/02/2014
Expiration Date: 10/01/2016

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014
Carlen Fence, Inc.

Responsible Representative(s):
Joseph Calicchia Jr, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

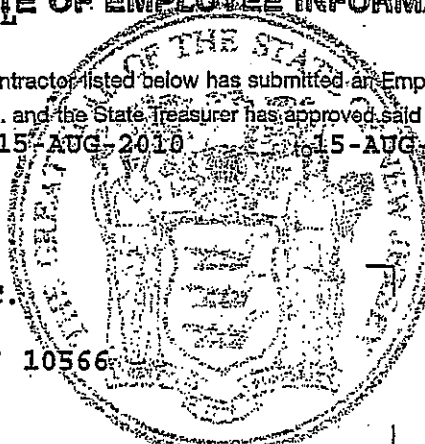
Certification 34325

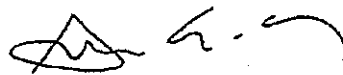
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2010** to **15-AUG-2017**

CARJEN FENCE CO., INC.
1223 PARK ST.
PEEKSKILL

NY 10566




Andrew P. Sidamon-Eristoff
Acting State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.706

Agenda No. 10.Z.2

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 12-785, approved on October 24, 2012, awarded a one-year contract in the amount of \$138,932.00 to Amber Air for HVAC and Boiler Maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 13-718, approved on October 23, 2013, exercised the first of two renewal options for a total contract amount of \$141,015.98; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **October 25, 2014 and ending on October 24, 2015**; and

WHEREAS, the total cost of the contract renewal is **\$142,849.18**; and

WHEREAS, funds in the amount of \$40,000.00 are available in **Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-310**.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Amber Air for HVAC and Boiler Maintenance for the Department of Public Works/Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of October 25, 2014, and the total cost of the contract shall not exceed **\$142,849.18**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year temporary budget and in the permanent budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 14.706Agenda No. 10.Z.2 OCT 22 2014

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH
AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE FOR VARIOUS
PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/
DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-310 for payment of the above resolution.

Requisition # 0167771Purchase Order # 115012Temp.Encumbrancy \$40,000.00

OKD/sb

October 9, 2014

APPROVED: [Signature]Oren K. Dabney, Sr., Director, Department of Public WorksAPPROVED: [Signature]Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation CounselCertification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10.22.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrath@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ✦ For HVAC and Boiler Maintenance for various public buildings. Exercising final option to renew contract for a one (1) year period effective as of 10/25/14 (see attached for a complete listing).
- ✦ For HVAC and Boiler Maintenance for 40 City owned buildings and facilities
- ✦ Which includes preventive maintenance, repairs and parts for
- ✦ Total contract amount is \$142,849.18

Cost (Identify all sources and amounts)

01-201-26-291-310 (Operating Account)

Contract Amount = \$142,849.18

Temp. Encumbrance = \$40,000.00

Contract term (include all proposed renewals)

Exercising Final Option to renew for an additional one (1) year term.
10/25/14 to 10/24/15

Type of award: Public Bid - Contract Renewal

If "Other Exception", enter type:

Additional Information

- ✦ Original contract amount = \$138,932.00, reso # 12-785, approved 10/24/12
- ✦ First Renewal amount = \$141,015.98, reso # 13-718, approved 10/23/13
- ✦ Final Renewal amount = \$142,849.18

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

LIST OF PRICES:Item No. 1 - Preventative Maintenance Service - Part A

The Bidder agrees to provide all labor, materials as outlined in the specifications, equipment and services required to perform the preventative maintenance as described in the specifications for the lump sum bid price of (broken down for each building):

<u>Building</u>	<u>Address</u>	<u>Bid Price for Preventative Maintenance to be Performed by 5/15</u>	<u>* Bid Price for Preventative Maintenance to be Performed by 9/15</u>
Apple Tree House	298 Academy Street	\$ 70 ⁰⁰	\$
Caven Point Building A	Caven Point Rd. and Chapel Avenue	\$ 320 ⁰⁰	\$ 199 ⁰⁰
Caven Point Building B	Caven Point Rd. and Chapel Avenue	\$ 148 ⁰⁰	\$
City Hall	280 Grove Street Jersey City, NJ	\$ 148 ⁰⁰	\$ 199 ⁰⁰
Consolidated Fire House	555 Newark Avenue Jersey City, NJ	\$ 148 ⁰⁰	\$ 199 ⁰⁰
Country Village Field House	Sycamore Rd. Jersey City, NJ	\$ 148 ⁰⁰	\$
<i>New Municipal Complex</i> <i>will replace</i> Department of Public Works	575 Route 440 Jersey City, NJ	\$ 380 ⁰⁰	\$ 226 ⁰⁰
Engine Co. No. 10	283 Halladay St. Jersey City, NJ	\$	\$ 135 ⁰⁰
Engine Co. No. 11	153 Lincoln Street Jersey City, NJ	\$	\$ 135 ⁰⁰
Engine Co. No. 13	153 Linden Ave. Jersey City, NJ	\$	\$ 135 ⁰⁰
Engine Co. No. 15	200 Sip Avenue Jersey City, NJ	\$	\$ 135 ⁰⁰

BID PROPOSAL
(Continued)
Project No. 2012-033

Engine Co. No. 19	2 Bergen Avenue Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Engine Co. No. 2	160 Grand Street Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Rescue No. 1	585 Communipaw Ave. Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 22	468 Ocean Avenue Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Engine Co. No. 8	25 Ege Avenue Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Engine Co. No. 9	697 Bergen Avenue Jersey City, NJ	\$ <u>148⁰⁰</u>	\$ <u>135⁰⁰</u>
Fire Union	139 South Street Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Fire Headquarters and Station	465 Marin Blvd. Jersey City, NJ	\$ <u>300⁰⁰</u>	\$ <u>156⁰⁰</u>
Gong Club	244 Bay Street Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Hudson City Community Center	Summit Ave. (Pershing Field) Jersey City, NJ	\$ <u>186⁰⁰</u>	\$ <u>99⁰⁰</u>
Kearny Fire House Jersey City, NJ	255 Kearny Ave	\$ <u>148⁰⁰</u>	\$ <u>199⁰⁰</u>
Motorcycle Squad	140 Cornelison Avenue Jersey City, NJ	\$ <u>70⁰⁰</u>	\$ _____

BID PROPOSAL
(Continued)
Project No. 2012-033

Municipal Justice Complex	365 Summit Avenue Jersey City, NJ	\$ <u>714⁰⁰</u>	\$ <u>364⁰⁰</u>
Pavonia Pool	Westside Avenue and Pavonia Avenue	\$ _____	\$ <u>199⁰⁰</u>
Pershing Field Pool	201 Central Avenue Jersey City, NJ	\$ <u>186⁰⁰</u>	\$ <u>199⁰⁰</u>
Pershing Field Ice Rink	201 Central Avenue Jersey City, NJ	\$ <u>600⁰⁰</u>	\$ <u>400⁰⁰</u>
Police District - East	205 - 207 7 th Street Jersey City, NJ	\$ _____	\$ <u>199⁰⁰</u>
Police District - North	282 - 284 Central Ave. Jersey City, NJ	\$ <u>97⁰⁰</u>	\$ <u>199⁰⁰</u>
Police District - South	191 Bergen Avenue Jersey City, NJ	\$ _____	\$ <u>199⁰⁰</u>
Police District - West	576 Communipaw Ave. Jersey City, NJ	\$ _____	\$ <u>199⁰⁰</u>
Public Safety Center	Bishop Street. Jersey City, NJ	\$ <u>545⁰⁰</u>	\$ <u>437⁰⁰</u>
Reservoir Fire Station	715 Summit Avenue Jersey City, NJ	\$ <u>240⁰⁰</u>	\$ <u>240⁰⁰</u>
Roberto Clemente Field House	6 th Street Jersey City, NJ	\$ <u>67⁰⁰</u>	\$ _____
Senior Citizen Building	28 Patterson Street Jersey City, NJ	\$ _____	\$ <u>164⁰⁰</u>
Senior Citizen Center	335 Bergen Avenue	\$ <u>260⁰⁰</u>	\$ <u>299⁰⁰</u>

BID PROPOSAL
(Continued)
Project No. 2012-033

Mary McLeod Bethune
Life Center

140 Martin Luther
King Drive

\$ 320⁰⁰

\$ 221⁰⁰

Palisade Avenue Fire House

593 Palisade Avenue

\$ 67⁰⁰

\$ 99⁰⁰

**TOTAL BID PRICE FOR
PREVENTATIVE MAINTENANCE**

\$ 5310⁰⁰
(In Figures)

\$ 6180⁰⁰
(In Figures)

TOTAL ITEM NO. 1 COMBINED 5/15 COLUMN AND 9/15 COLUMN

Eleven thousand four hundred and ninety dollars
(In Writing) and 11490⁰⁰
(In Figures)

Item No. 2 - Monthly Service

The bidder agrees to provide monthly service as outlined in the specifications, for a period of one full year, for all equipment listed under all buildings requiring this service. The price shall include all material, labor and equipment to perform the described work.

Lump Sum Amount for all facilities:

Twenty six thousand two hundred and twelve dollars
(In Writing) and 26212⁰⁰
(In Figures)

Item No. 3 - Year Round Service

The bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon the actual quantity of time used; however, it shall not exceed the estimated quantity without prior written issuance by the City's Director of Purchasing.

_____ 1000 Hours _____ \$ 7123 /Hour \$ 71230⁰⁰
Estimated Quantity Unit Cost Mechanic Total Cost

BID PROPOSAL
(Continued)
Project No. 2012-033

Item No. 4 - Parts Allowance

Included in the total bid amount will be the sum of Thirty Thousand (\$30,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Thirty Thousand 00/100 Dollars
(In Writing)

\$ 30,000.00
(In Figures)

GRAND TOTAL - ITEMS 1, 2, 3, AND 4

One Hundred Thirty Eight Thousand Three Hundred Twenty Two 00/100
(In Writing)

138932 00
(In Figures)

The contract will be awarded based on the grand total amount for Item Nos. 1, 2 and 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time and/or material needed; therefore, the actual Contract price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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Consumer Price Index - All Urban Consumers

Series Id: CUUR00000A

Not Seasonally Adjusted

Area: Northern District of Columbia

Item: All Items

Base Period: 1982-1984

 Download: ☒ [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	195.9	196.8	198.6	199.4	199.9	201.1	201.0	201.0	201.2	202.5	202.6	201.9	200.2	198.6	201.7
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.151	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719	248.464	248.584	248.851	249.411	249.858	250.231	249.320	249.503	249.567	249.038	248.427	249.648
2014	251.045	251.233	252.413	252.506	253.598	253.555	253.833	253.185						252.392	

12-Month Percent Change

Series Id: CUUR00000A

Not Seasonally Adjusted

Area: Northern District of Columbia

Item: All Items

Base Period: 1982-1984

 Download: ☒ [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	2.8	2.7	2.9	3.5	3.7	4.3	3.9	3.4	3.2	3.6	3.8	3.6	3.5	3.3	3.6
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5	1.1	1.2	1.5	1.8	1.5	1.1	0.7	1.0	1.3	1.4	1.5	1.2
2014	1.5	1.0	1.5	1.6	2.0	1.9	1.8	1.3						1.6	

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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.718

Agenda No. 10.0

Approved: OCT 23 2013

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 12-785, approved on October 24, 2012, awarded a contract in the amount of \$138,932.00 to Amber Air for HVAC and Boiler Maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of October 25, 2013 and ending on October 24, 2014; and

WHEREAS, the total cost of the contract renewal is \$141,015.98; and

WHEREAS, funds in the amount of \$20,000.00 are available in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-310.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Amber Air for HVAC and Boiler Maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of October 25, 2013, and the total cost of the contract shall not exceed \$141,015.98;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)(2), additional contract funds will be encumbered in the 2014 temporary and permanent calendar year budgets; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 13.718Agenda No. 10.0 OCT 23 2013

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR INC. FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-310 for payment of the above resolution.

Requisition # 0163780Purchase Order # 111494Temp. Encumbrance \$20,000.00

MR/sb
October 23, 2013

APPROVED: [Signature] 10/23/13*Michael Razzoli, Director, Department of Public Work*

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

Silendra Bajnauth

From: Silendra Bajnauth
Sent: Friday, October 03, 2014 11:07 AM
To: 'Amber Air'
Cc: John McGrath; Zakia Gregory
Subject: Contract Renewal

Importance: High

Tracking:	Recipient	Delivery
	'Amber Air'	
	John McGrath	Delivered: 10/3/2014 11:07 AM
	Zakia Gregory	Delivered: 10/3/2014 11:07 AM

Good Morning Paul,

The current contract that the City has with Amber Air to provide HVAC and Boiler Maintenance, is due to expire on October 24th. However, there is a final option to renew for an additional one(1) year period effective as of October 25th. The current contract amount is \$141,015.98. The CPI increase is 1.3% . Therefore, the new contract amount will be \$142,849.18. Kindly indicate your acceptance to the new contractual terms. If you accept, please respond with a letter of acceptance and you can email the letter to my attention.

Thanks

*Silendra Bajnauth
Fiscal Officer
City of Jersey City / Department of Public Works
575 Route 440
Jersey City, NJ 07305*

Bajnauths@jcnj.org

201-547-4405 (Work)
201-547-5264 (Fax)



Heating • Ventilating • Air Conditioning • Service & Maintenance

702 Rahway Avenue, Union, NJ 07083 • Tel: (908) 686-2646 Fax: (908) 686-0776

October 6, 2014

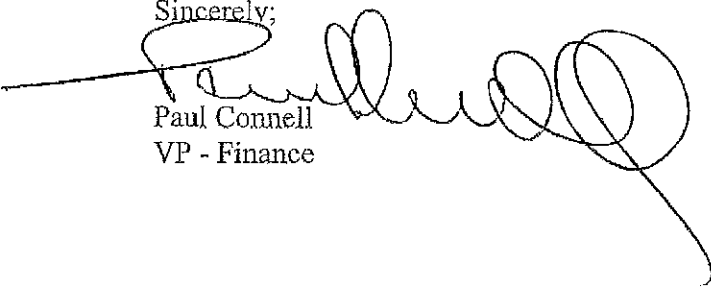
City of Jersey City
Department of Public Works / Bldgs. & Streets
Attn.: John Mcgrath, Director
575 Rt. 440
Jersey City NJ 07305

Re: Contract Renewal

Dear Mr. Mcgrath

As per the email of October 3, 2014, we are in acceptance of the renewal term of Project No. 2012-033 for HVAC maintenance. We agree to the Federal CPI increase and adjustment of the total contract value by the CPI increase. We value the continued opportunity to serve the City of Jersey. Should you have any questions, please do not hesitate to call.

Sincerely;


Paul Connell
VP - Finance



CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
108035

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # 0159238
BUYER: PUBLICBID

DATE: 10/17/2012 VENDOR NO: AM018900

VENDOR INFORMATION

AMBER-AIR INC.
702 RAHWAY AVENUE
UNION NJ 07083

DELIVER TO

BUILDING & STREET MAINTENANCE
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	BID	HVAC/BOILER MAINT. THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCE PURPOSES ONLY TO ESTABLISH FUNDING FOR: HVAC AND BOILER MAINTENANCE FOR VARIOUS PUBLIC BUILDINGS PROJECT NO: 2012-033 PUBLIC BID TOTAL CONTRACT AMOUNT: \$138,932.00 TEMPORARY ENCUMBRANCE AMOUNT: \$9,000.00 THE CITY SHALL HAVE THE OPTION TO RENEW THE CONTRACT FOR UP TO TWO (2) ADDITIONAL ONE (1) YEAR TERMS PARTIAL PAYMENT VOUCHERS	01-201-26-291-310	9,000.0000	9,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 9,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X
VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official of employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 12-785

Agenda No. 10.2.1

Approved: OCT 24 2012

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC., FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF BUILDING AND STREET MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for providing HVAC & Boiler Maintenance Contract for Various Buildings for the Department of Public Works/Div. Building and Street Maintenance pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Two (2) Bids, the lowest responsible bid being that from Amber Air Inc., 702 Rahway Avenue, Union New Jersey 07083 in the total bid amount of One Hundred Thirty Eight Thousand, Nine Hundred Thirty Two (\$138,932.00) Dollars; and

WHEREAS, the City Director of Purchasing has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the temporary sum of Nine Thousand (\$9,000.00) Dollars is available in the 2012 permanent budget Account No. 01-201-26-291-310; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Department of Public Works/Div of Building and Street Maintenance

Acct #	P.O #	Amount
01-201-26-291-310	108035	Temp. Encumb. \$9,000.00
		Total Contract \$138,932.00

WHEREAS, the contract shall be for one (1) year and the City shall have the option to renew the contract for up to two (2) additional one (1) year terms; and

WHEREAS, the remaining contract funds will be made available in the 2012 thru 2015 temporary and permanent budgets; and

WHEREAS, this award of contract is contingent upon sufficient funding being appropriated in the 2012 permanent budget and in the subsequent 2013, 2014 and 2015 fiscal year budgets; and

WHEREAS, if funds are not available for the contract in the 2012 thru 2015 temporary and permanent budgets, the contract will be terminated

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Amber Air Inc., be accepted and that a contract be awarded to said Company in the above amount and the City Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

City Clerk File No. 10.2.1 OCT 24 2012

Agenda No. RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC.,
 TITLE: FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC
BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS
/DIVISION OF BUILDING AND STREET MAINTENANCE

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq, and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

Department of Public Works/Div of Building and Street Maintenance

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-310	108035		\$9,000.00
		Total Contract	\$138,932.00

Approved by Peter Folgado, Director, Purchasing, RPPO, QPA

APPROVED: [Signature]APPROVED AS TO LEGAL FORM [Signature]APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V. Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC FOR HVAC AND BOILER MAINTENANCE CONTRACTS FOR VARIOUS PUBLIC BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF BUILDING AND STREET MAINTENANCE

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Rodney Hadley, Director, Department of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Ten (10)

DATE BIDS WERE PUBLICLY RECEIVED:

September 18, 2012

NUMBERS OF BIDS RECEIVED:

Two (2)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

HVAC & Boiler Maintenance contract for various buildings for the Department of Public Works/Division of Building & Street Maintenance

BIDDER'S INFORMATION:

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Amber Air Inc 702 Rahway Avenue Union, NJ 07083	\$138,932.00
2) Inline Air Conditioning 85 East 21 st Street Bayonne, NJ 07002	\$155,457.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

**I CERTIFY THAT ALL THE FACTS
HAVE BEEN PRESENTED**

Date

10/16/12

Peter Folgado, Director of Purchasing, RPPO, QPA

LIST OF PRICES:Item No. 1 - Preventative Maintenance Service - Part A

The Bidder agrees to provide all labor, materials as outlined in the specifications, equipment and services required to perform the preventative maintenance as described in the specifications for the lump sum bid price of (broken down for each building):

<u>Building</u>	<u>Address</u>	<u>Bid Price for Preventative Maintenance to be Performed by 5/15</u>	<u>Bid Price for Preventative Maintenance to be Performed by 9/15</u>
Apple Tree House	298 Academy Street	\$ 70 ⁰⁰	\$
Caven Point Building A	Caven Point Rd. and Chapel Avenue	\$ 320 ⁰⁰	\$ 199 ⁰⁰
Caven Point Building B	Caven Point Rd. and Chapel Avenue	\$ 148 ⁰⁰	\$
City Hall	280 Grove Street Jersey City, NJ	\$ 148 ⁰⁰	\$ 199 ⁰⁰
Consolidated Fire House	555 Newark Avenue Jersey City, NJ	\$ 148 ⁰⁰	\$ 199 ⁰⁰
Country Village Field House	Sycamore Rd. Jersey City, NJ	\$ 148 ⁰⁰	\$
Department of Public Works	575 Route 440 Jersey City, NJ	\$ 380 ⁰⁰	\$ 226 ⁰⁰
Engine Co. No. 10	283 Halladay St. Jersey City, NJ	\$	\$ 135 ⁰⁰
Engine Co. No. 11	153 Lincoln Street Jersey City, NJ	\$	\$ 135 ⁰⁰
Engine Co. No. 13	153 Linden Ave Jersey City, NJ	\$	\$ 135 ⁰⁰
Engine Co. No. 15	200 Sip Avenue Jersey City, NJ	\$	\$ 135 ⁰⁰

BID PROPOSAL
(Continued)
Project No. 2012-033

Engine Co. No. 19	2 Bergen Avenue Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Engine Co. No. 2	160 Grand Street Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Rescue No. 1	585 Communipaw Ave. Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 22	468 Ocean Avenue Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Engine Co. No. 8	25 Ege Avenue Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Engine Co. No. 9	697 Bergen Avenue Jersey City, NJ	\$ <u>148⁰⁰</u>	\$ <u>135⁰⁰</u>
Fire Union	139 South Street Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Fire Headquarters and Station	465 Marin Blvd. Jersey City, NJ	\$ <u>300⁰⁰</u>	\$ <u>156⁰⁰</u>
Gong Club	244 Bay Street Jersey City, NJ	\$ _____	\$ <u>135⁰⁰</u>
Hudson City Community Center	Summit Ave. (Pershing Field) Jersey City, NJ	\$ <u>186⁰⁰</u>	\$ <u>99⁰⁰</u>
Kearny Fire House Jersey City, NJ	255 Kearny Ave	\$ <u>148⁰⁰</u>	\$ <u>199⁰⁰</u>
Motorcycle Squad	140 Cornelison Avenue Jersey City, NJ	\$ <u>70⁰⁰</u>	\$ _____

BID PROPOSAL
(Continued)
Project No. 2012-033

Municipal Justice Complex	365 Summit Avenue Jersey City, NJ	\$ <u>714⁰⁰</u>	\$ <u>364⁰⁰</u>
Pavonia Pool	Westside Avenue and Pavonia Avenue	\$ _____	\$ <u>199⁰⁰</u>
Pershing Field Pool	201 Central Avenue Jersey City, NJ	\$ <u>186⁰⁰</u>	\$ <u>199⁰⁰</u>
Pershing Field Ice Rink	201 Central Avenue Jersey City, NJ	\$ <u>600⁰⁰</u>	\$ <u>400⁰⁰</u>
Police District - East	205 - 207 7 th Street Jersey City, NJ	\$ _____	\$ <u>199⁰⁰</u>
Police District - North	282 - 284 Central Ave. Jersey City, NJ	\$ <u>97⁰⁰</u>	\$ <u>199⁰⁰</u>
Police District - South	191 Bergen Avenue Jersey City, NJ	\$ _____	\$ <u>199⁰⁰</u>
Police District - West	576 Communipaw Ave. Jersey City, NJ	\$ _____	\$ <u>199⁰⁰</u>
Public Safety Center	Bishop Street. Jersey City, NJ	\$ <u>545⁰⁰</u>	\$ <u>437⁰⁰</u>
Reservoir Fire Station	715 Summit Avenue Jersey City, NJ	\$ <u>240⁰⁰</u>	\$ <u>240⁰⁰</u>
Roberto Clemente Field House	6 th Street Jersey City, NJ	\$ <u>67⁰⁰</u>	\$ _____
Senior Citizen Building	28 Patterson Street Jersey City, NJ	\$ _____	\$ <u>164⁰⁰</u>
Senior Citizen Center	335 Bergen Avenue	\$ <u>260⁰⁰</u>	\$ <u>299⁰⁰</u>

BID PROPOSAL
(Continued)
Project No. 2012-033

Mary McLeod Bethune
Life Center

140 Martin Luther
King Drive

\$ 320⁰⁰

\$ 221⁰⁰

Palisade Avenue Fire House

595 Palisade Avenue

\$ 67⁰⁰

\$ 99⁰⁰

TOTAL BID PRICE FOR
PREVENTATIVE MAINTENANCE

\$ 5310⁰⁰
(In Figures)

\$ 6180⁰⁰
(In Figures)

TOTAL ITEM NO. 1 COMBINED 5/15 COLUMN AND 9/15 COLUMN

Eleven thousand four hundred ninety \$ 11490⁰⁰
(In Writing) and 00/100 DOLLARS (In Figures)

Item No. 2 - Monthly Service

The bidder agrees to provide monthly service as outlined in the specifications, for a period of one full year, for all equipment listed under all buildings requiring this service. The price shall include all material, labor and equipment to perform the described work.

Lump Sum Amount for all facilities:

Twenty six thousand two hundred twelve \$ 26212⁰⁰
(In Writing) and 00/100 DOLLARS (In Figures)

Item No. 3 - Year Round Service

The bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon the actual quantity of time used; however, it shall not exceed the estimated quantity without prior written issuance by the City's Director of Purchasing.

Estimated Quantity

1000 Hours

\$ 712³ /Hour \$ 71230⁰⁰

Unit Cost Mechanic Total Cost

BID PROPOSAL
(Continued)
Project No. 2012-033

Item No. 4 - Parts Allowance

Included in the total bid amount will be the sum of Thirty Thousand (\$30,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Thirty Thousand 00/100 Dollars
(In Writing)

\$ 30,000.00
(In Figures)

GRAND TOTAL - ITEMS 1, 2, 3, AND 4

One Hundred Thirty Eight Thousand Nine Hundred Thirty Two 00/100
(In Writing) 138932 00
(In Figures)

The contract will be awarded based on the grand total amount for Item Nos. 1, 2 and 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time and/or material needed; therefore, the actual Contract price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Paul Conway VP
Amberlite Inc.
908-686-2646 9/2/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of New York hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Paul J. Gaudin

Representative's Signature: [Signature]

Name of Company: AMERICAN

Cell No.: 908/662-616

Date: 9-2-14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : AmBor Air Inc
Address : 702 Highway Ave Union NJ
Telephone No. : 908-686-2641
Contact Name : Paul Conner

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Certificate Number
607008

Registration Date: 06/07/2014
Expiration Date: 06/06/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014
Amber Air, Inc.

Responsible Representative(s):
Paul Connell, Vice-President
Richard Warnett, General Manager

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 6619

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State-Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2009** to **15-FEB-2015**

AMBER AIR, INC.
702 RAILWAY AVENUE
UNION

NU 07083



A handwritten signature in dark ink, appearing to be "R. J. ...", written over a horizontal line.

State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	AMBER AIR, INC.
Trade Name:	
Address:	702 RAHWAY AVE UNION, NJ 07083-6634
Certificate Number:	0617859
Date of Issuance:	November 01, 2005

For Office Use Only:
20051101181035671

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that AMBER AIR INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding 9-2-14 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Amber Air Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

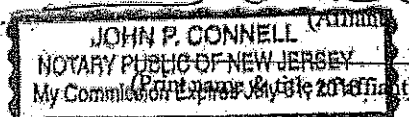
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Amber Air Inc.

Signed Tom W. Connell Title: Gen Mgr

Print Name Tom W. Connell Date: 9-2-14

Subscribed and sworn before me
this 2 day of Sept, 2014
My Commission expires:



(Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☒ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Mildred Watterman	30 Oakland St Newark NJ
Dan A. Council	15 Sunset Dr. High Bridge NJ

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Ambrogio LLC
 Signed: [Signature] Title: Owner
 Print Name: Paul Watterman Date: 9/12/14

Subscribed and sworn before me this 2 day of

Sept, 2014

My Commission expires:

[Signature]
 J. DAN P. COANSELL
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires July 31, 2016
 (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Amber A. Smith <u>NE</u>		
Address:	707. RAHWAY AVE		
City:	Union	State:	NJ
		Zip:	07083

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature: Tom U... Printed Name: Tom U... Title: GM

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

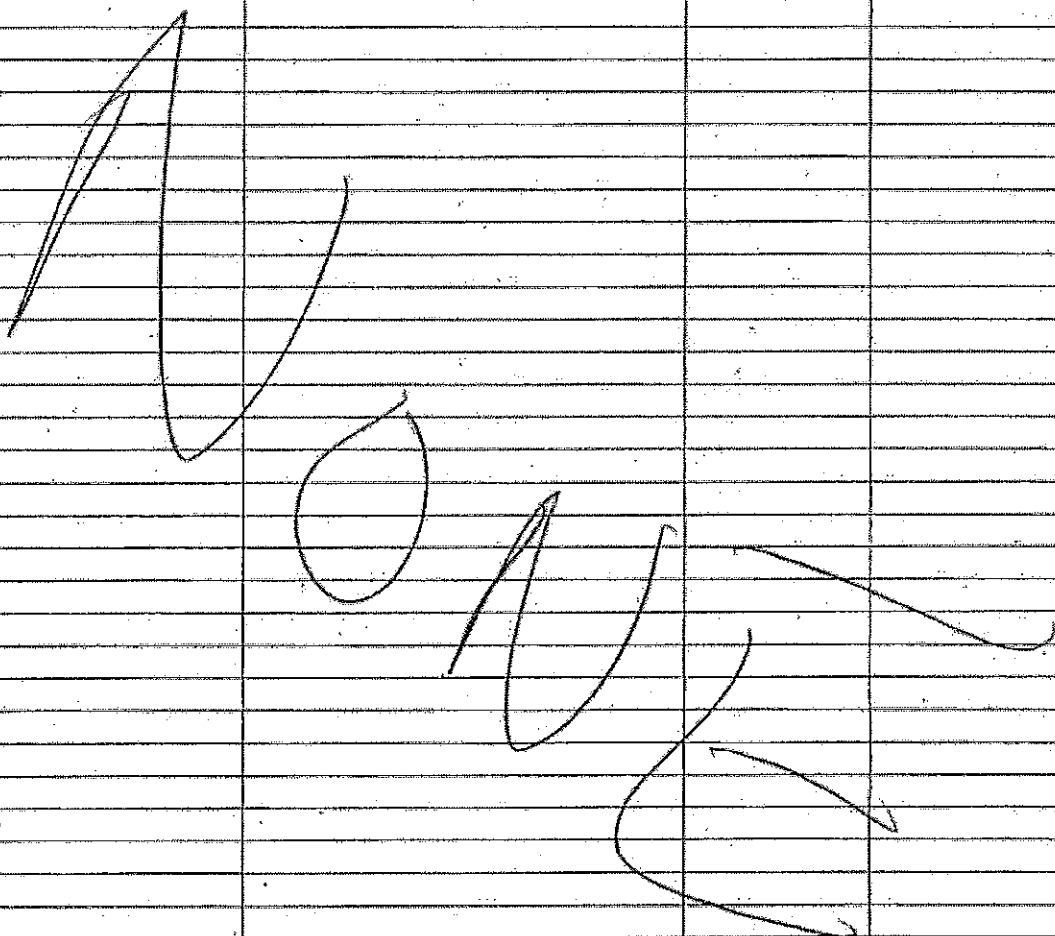
☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page 1 of 1

Contributor Name	Recipient Name	Date	Dollar Amount
			

☐ Check here if the information is continued on subsequent page(s).

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.707

Agenda No. 10.Z.3

Approved: OCT 22 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO A & J CONTRACTORS GROUP, INC., FOR PACIFIC AVENUE IMPROVEMENTS PHASE 2, PROJECT NO. 13-012 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for **Pacific Avenue Improvements Phase 2, Project No. 13-012** for the Department of Administration/Division of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Five (5) Bids**, the lowest responsible bid being that from **A & J Contractors Group, Inc., 105 Federal Road, Monroe Township, NJ, 08831**, in the total bid amount of **One Million, Five Hundred Ninety Four Thousand, Seven Hundred Fifteen (\$1,594,715.00) Dollars**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum **One Million, Five Hundred Ninety Four Thousand, Seven Hundred Fifteen (\$1,594,715.00) Dollars** are available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in **State Fund Acct #02-213-40-304-314, Capital Acct #04-215-55-830-990, Capital Acct #04-215-55-859-990 and Capital Acct #04-215-55-859-991**; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-304-314	115016	State Fund Acct	\$1,077,190.00
04-215-55-859-990	115018	Capital Acct	\$369,275.00
04-215-55-830-990	115017	Capital Acct	\$148,250.00
		Bid Total	\$1,594,715.00
04-215-55-859-991	115019	Contingency	\$160,000.00
		Total Encumbrance	\$1,754,715.00

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

WHEREAS, if funds are not available for the contract in the 2014 permanent budget, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **A&J Contractors Group, INC.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq. and be it further

(Continued on page 2)

City Clerk File No. Res. 14.707Agenda No. 10.7.3 OCT 22 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO A & J CONTRACTORS GROUP, INC., FOR PACIFIC AVENUE IMPROVEMENTS PHASE 2, PROJECT NO. 13-012 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-304-314	115016	State Fund Acct	\$1,077,190.00
04-215-55-859-990	115018	Capital Acct	\$369,275.00
04-215-55-830-990	115017	Capital Acct	\$148,250.00
		Bid Total	\$1,594,715.00
04-215-55-859-991	115019	Contingency	\$160,000.00
		Total Encumbrance	\$1,754,715.00

Approved by

Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a contract to A & J Contractors Group, Inc for Pacific Avenue Improvements Phase 2, Project 13-012 for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation

Project Manager

Department/Division	Department of Administration	Architecture & Engineering
Name/Title	Vipul Patel	Senior Engineer
Phone/email	201-547-4641	Vipul@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Pacific Avenue is currently in poor condition with deteriorating curbs, sidewalks, asphalt pavement, traffic striping and a lack of traffic signs. Pacific Ave. improvements, Phase 2 project shall consist of new concrete curb and sidewalk, handicapped curb ramps with detectable warning surface, signal lights, milling and resurfacing of the roadway, new traffic striping and signs, polymer-cement-slurry surface decorative crosswalks, planting of new trees and tree grate installation.

Cost (Identify all sources and amounts)

STATE FUND	R0167113	\$1,077,190.00
CITY CAPITAL	R0167699	\$148,250.00
CITY CAPITAL	R0167701	\$369,275.00
CITY CAPITAL -10% CONTINGENCY	R0167702	\$160,000.00

Contract term (include all proposed renewals)

270 Calendar Days after issuance of Notice to Proceed

Type of award

Public Bid Award

If "Other Exception", enter type

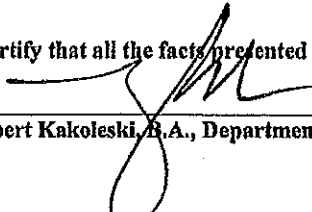
N/A

Additional Information

The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There were Five (5) bidders:

A & J CONTRACTORS GROUP, INC., MONROE TWP., NJ	Bid Amount \$1,594,715.00
AJM CONTRACTORS, INC., CLIFTON, NJ	Bid Amount \$1,613,471.90
POWER CONCRETE CO., INC., NEWARK, NJ,	Bid Amount \$1,696,690.20
SHAUGER PROPERTY SERVICES, INC., EAST ORANGE, NJ	Bid Amount \$1,700,800.50
ZUCCARO INC., SADDLE BROOK, NJ	Bid Amount \$1,704,972.25

I certify that all the facts presented herein are accurate.


Robert Kakoleski, R.A., Department Director

10/14/14
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 10, 2014
TO : Peter Folgado, Purchasing Director
FROM : Robert Kakoleski, Business Administrator
SUBJECT : Pacific Avenue Improvements Phase-2 (Grand Street to Light Rail)
Project No. 13-012
Re: Contract Award

Please be advised, after careful and through review of the bids with Raymond Reddington of the Law Department, I recommend that the contract be awarded to:

A&J Contractors Group, Inc.
105 Federal Road
Monroe Township, NJ 08831

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **October 22, 2014 Council Meeting**

Req.	0167113	02-213-40-304-314	\$1,077,190.00 State Funding
Req.	0167699	04-215-55-830-990	\$ 148,250.00 Capital
Req.	0167701	04-215-55-859-990	\$ 369,275.00 Capital
Req.	0167702	04-215-55-859-991	\$ <u>160,000.00</u> (10% Contingency)
			\$ 1,754,715.00

If you have any questions, please do not hesitate to call.


Robert Kakoleski, Business Administrator

/ew
Attachments

c: Brian F. Weller, Director, Division of AET&T
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806




STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 10, 2014

TO : Robert Kakoleski, Business Administrator

FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation 

SUBJECT : Pacific Avenue Improvements Phase-2 (Grand Street to Light Rail)
Project No. 13-012

We have reviewed the bids received on September 23, 2014 and recommend award to the low bidder, A&J Contractors Group, Inc., 105 Federal Road, Monroe Township, New Jersey 08831.

The Division of Architecture formally requests that we make a recommendation to award this important project for the Pacific Avenue Improvements

Thank you

ew
Attachments

c: Peter Folgado, Purchasing Director
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806




STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : October 10, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation 

SUBJECT : Pacific Avenue Improvements Phase-2 (Grand Street to Light Rail)
Project No. 13-012
Re: Contract Award

Attached for your consideration is the Resolution authorizing the award of contract to A&J Contractors Group, Inc. for the resurfacing of Pacific Ave. Pacific Avenue is currently in poor condition with deteriorating curbs, sidewalks, asphalt pavement striping and a lack of traffic signs.

A&J Contractors Group, Inc.	\$1,594,715.00
AJM Contracors, Inc.	\$1,613,471.90
Power Concrete Co., Inc.	\$1,696,690.20
Shauger Property Services, Inc.	\$1,700,800.50
Zuccaro Inc.	\$1,704,972.25

The lowest proposal was from A&J Contractors Group Inc., in the amount of \$1,594,715.00.

The work consists of the following:

- * New concrete curb and sidewalk
- * Handicapped curb ramps with detectable warning surface
- * Signal lights
- * Milling and resurfacing of the roadway
- * Traffic striping and signs
- * Polymer-cement slurry surface decorative crosswalks
- * Planting of new trees and tree grate installation

If you need any additional information, please do not hesitate to call.

ew

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
A & J CONTRACTORS GROUP INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-788-021/000

SEQUENCE NUMBER:
0777621

ADDRESS:
9 EMERSON ST
CARTERET NJ 07008

ISSUANCE DATE:
09/10/04

EFFECTIVE DATE:
03/07/01

FORM-BRC(08-01)

J. P. S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0777621 FOR A & J CONTRACTORS GROUP INC. IS VALID.

VERIFIED
PC

SCHEDULE OF PRICES

ITEM NO. 1 MOBILIZATION

Lump Sum M
Mr Forty Thousand Dollars - \$ 40,000.00
(Write Lump Sum Price)

ITEM NO. 2 CONSTRUCTION LAYOUT

Lump Sum \$ 1.00
One Dollar -
(Write Lump Sum Price)

ITEM NO. 3 CELLULAR PHONE SERVICE

Lump Sum: \$2,000.00 \$ 2,000.00
Two Thousand Dollars and Zero Cents
(Write Lump Sum Price)

ITEM NO. 4 INLET FILTER TYPE 2, 2'X 4'

11 Units @ \$ 100.00 per Unit \$ 1,100.00
One Hundred Dollars -
(Write Unit Price)

ITEM NO. 5 BREAKAWAY BARRICADE

15 Units @ \$ 1.00 per Unit \$ 15.00
One Dollar -
(Write Unit Price)

ITEM NO. 6 DRUM

30 Units @ \$ 50.00 per Unit \$ 1,500.00
Fifty Dollars -
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 7

TRAFFIC CONE

30 Units @ \$ 50.00 per Unit \$ 1500.00

Fifty Dollars -
(Write Unit Price)

ITEM NO. 8

CONSTRUCTION SIGN

555 S.F. @ \$ 5.00 per Square Foot \$ 2775.00

Five Dollars -
(Write Unit Price)

ITEM NO. 9

PORTABLE VARIABLE MESSAGE SIGN W/REMOTE COMMUNICATION

2 Units @ \$ 2000.00 per Unit \$ 4,000.00

Two Thousand Dollars -
(Write Unit Price)

ITEM NO. 10

CONSTRUCTION IDENTIFICATION SIGN, 4' x 8'

2 Units @ \$ 500.00 per Unit \$ 1,000.00

Five Hundred Dollars -
(Write Unit Price)

ITEM NO. 11

TEMPORARY PAVEMENT MARKERS

400 Units @ \$ 2.00 per Unit \$ 800.00

Two Dollars -
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 12 TEMPORARY TRAFFIC STRIPES, 4"

2,000L.F. @ \$ 1.00 per Linear Foot

\$ 2,000.00

One Dollar -
(Write Unit Price)

ITEM NO. 13 HMA PATCH

50 Tons @ \$ 100.00 per Ton

\$ 5,000.00

One Hundred Dollars
(Write Unit Price)

ITEM NO. 14 NO ITEM

ITEM NO. 15 NO ITEM

ITEM NO. 16 NO ITEM

ITEM NO. 17 NO ITEM

ITEM NO. 18 NO ITEM

ITEM NO. 19 NO ITEM

ITEM NO. 20 NO ITEM

ITEM NO. 21 NO ITEM

ITEM NO. 22 ASPHALT PRICE ADJUSTMENT

Lump Sum \$8,000.00

\$8,000.00

Eight Thousand Dollars and Zero Cents
(Write Lump Sum Price)

SCHEDULE OF PRICES

ITEM NO. 23 EXCAVATION, TEST PITS

10 CY @ \$ 50.00 per Cubic Yard \$ 500.00

Fifty Dollars-
(Write Unit Price)

ITEM NO. 24 SAWCUTTING

5,612 LF @ \$ 1.00 per Linear Foot \$ 5,612.00

One Dollar-
(Write Unit Price)

**ITEM NO. 25 DENSE GRADED AGGREGATE BASE COURSE,
VARIABLE THICKNESS**

900 CY @ \$ 10- per Cubic Yard \$ 9,000.00

Ten Dollars-
(Write Unit Price)

ITEM NO. 26 HMA MILLING, 3" OR LESS

22,944 SY @ \$ 3.50 per Square Yard \$ 80,304.00

Three Dollars and Fifty Cents
(Write Unit Price)

ITEM NO. 27 HMA PAVEMENT REPAIR

1150 SY @ \$ 5.00 per Square Yard \$ 5,750.00

Five Dollars-
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 28

HMA 12.5 H 76 SURFACE COURSE

2,700 Tons @ \$ 110.00 per Ton

\$ 297,000.00

One Hundred & Ten Dollars-
(Write Unit Price)

ITEM NO. 29

12" DUCTILE IRON WATER PIPE, CLASS 52

35 LF @ \$ 100 - per Linear Foot

\$ 3500.00

One Hundred Dollars-
(Write Unit Price)

ITEM NO. 30

16" DUCTILE IRON WATER PIPE, CLASS 52

10 LF @ \$ 160 - per Linear Foot

\$ 1600.00

One Hundred & Sixty Dollars
(Write Unit Price)

ITEM NO. 31

NO ITEM

ITEM NO. 32

SET INLET TYPE B, CASTING

11 Units @ \$ 400.00 per Unit

\$ 4,400.00

Four Hundred Dollars-
(Write Unit Price)

ITEM NO. 33

SET INLET TYPE E, CASTING

20 Units @ \$ 400.00 per Unit

\$ 8,000.00

Four Hundred Dollars-
(Write Unit Price)

ITEM NO. 34

NO ITEM

SCHEDULE OF PRICES

ITEM NO. 35

CURB PIECE

6 Units @ \$ 400.00 per Unit

\$ 2400.00

Four Hundred Dollars -
(Write Unit Price)

ITEM NO. 36

NO ITEM

ITEM NO. 37

NO ITEM

ITEM NO. 38

BICYCLE SAFE GRATES

2 Units @ \$ 400.00 per Unit

Four Hundred Dollars - \$ 800.00
(Write Unit Price)

ITEM NO. 39

NO ITEM

ITEM NO. 40

NO ITEM

ITEM NO. 41

RESET FIRE HYDRANT

3 Units @ \$ 2000.00 per Unit

PM
\$ 6,000.00

Two Thousand Dollars -
(Write Unit Price)

ITEM NO. 42

RESET EXISTING CASTING

65 Units @ \$ 1.00 per Unit

\$ 65.00

One Dollar -
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 43

SET MANHOLE CASTING

8 Units @ \$ 500.00 per Unit

\$ 4,000.00

Five Hundred Dollars-
(Write Unit Price)

ITEM NO. 44

NO ITEM

ITEM NO. 45

CONCRETE SIDEWALK, 4" THICK

6,292 S.Y. @ \$ 70.- per Square Yard

\$ 440,440.00

Seventy Dollars-
(Write Unit Price)

ITEM NO. 46

CONCRETE DRIVEWAY, REINFORCED, 6" THICK

330 S.Y. @ \$ 76.- per Square Yard

\$ 25,180.00

Seventy Six Dollars-
(Write Unit Price)

ITEM NO. 47

DETECTABLE WARNING SURFACE

51.3 S.Y. @ \$ 200.00 per Square Yard

\$ 10,260.00

Two Hundred Dollars-
(Write Unit Price)

ITEM NO. 48

9" X 20" CONCRETE VERTICAL CURB

5,102 LF @ \$ 30.00 per Linear Foot

\$ 153,060.00

Thirty Dollars-
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 49

TRAFFIC STRIPES, 4" WIDE

7,470 LF @ \$ 1.00 per Linear Foot

\$ 7,470.00

One Dollar-
(Write Unit Price)

ITEM NO. 50

TRAFFIC MARKINGS, LINES

27,491 LF @ \$ 1.00 per Linear Foot

\$ 27,491.00

One Dollar-
(Write Unit Price)

ITEM NO. 51

TRAFFIC MARKINGS, SYMBOLS

2,239 S.F. @ \$ 6.00 per Square Foot

\$ 13,434.00

Six Dollars-
(Write Unit Price)

ITEM NO. 52

POLYMER CEMENT-SLURRY SURFACE DECORATIVE
SIDEWALK (IMPRINTED CROSSWALK)

150 S.Y. @ \$ 200.00 per Square Yard

\$ 30,000.00

Two Hundred Dollars-
(Write Unit Price)

ITEM NO. 53

REGULATORY AND WARNING SIGN

294 S.F. @ \$ 70.00 per Square Foot

\$ 20,580.00

Seventy Dollars-
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 54 RELOCATE SIGN

17 Units @ \$ 200.00 per Unit \$ 3400.00

Two Hundred Dollars
(Write Unit Price)

ITEM NO. 55 NO ITEM

ITEM NO. 56 RESET WATER VALVE BOX

50 Units @ \$ 100.00 per Unit \$ 5000.00

One Hundred Dollars
(Write Unit Price)

ITEM NO. 57 NO ITEM

ITEM NO. 58 NO ITEM

ITEM NO. 59 NO ITEM

ITEM NO. 60 3" RIGID METALLIC CONDUIT

192 LF @ \$ 80.00 per Linear Foot \$ 15,360.00

Eighty Dollars
(Write Unit Price)

ITEM NO. 61 18" X 36" JUNCTION BOX

1 Unit @ \$ 3000 per Unit \$ 3,000.00

Three Thousand Dollars
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 62 FOUNDATION SPF

10 Units @ \$ 2400 per Unit \$ 24,000.00

Twenty Four Hundred Dollars
(Write Unit Price)

ITEM NO. 63 GROUND WIRE, NO. 8 AWG

3,484 LF @ \$ 3.00 per Linear Foot \$ 10,452.00

Three Dollars
(Write Unit Price)

ITEM NO. 64 TRAFFIC SIGNAL CABLE, 2 CONDUCTOR

2,866 LF @ \$ 3.00 per Linear Foot \$ 8,598.00

Three Dollars
(Write Unit Price)

ITEM NO. 65 TRAFFIC SIGNAL CABLE, 5 CONDUCTOR

2,192 LF @ \$ 4.00 per Linear Foot \$ 8,768.00

Four Dollars
(Write Unit Price)

ITEM NO. 66 PEDESTRIAN SIGNAL HEAD

28 Units @ \$ 1100 per Unit \$ 30,800.00

Eleven Hundred Dollars
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 67

PUSH BUTTON

27 Units @ \$ 300 - per Unit \$ 8,100.00

Three hundred Dollars.
(Write Unit Price)

ITEM NO. 68

IMAGE DETECTOR

4 Units @ \$ 21,000 per Unit \$ 84,000.00

Twenty one Thousand Dollars.
(Write Unit Price)

ITEM NO. 69

NO ITEM

ITEM NO. 70

PEDESTRIAN SIGNAL STANDARD

10 Units @ \$ 1700 - per Unit \$ 17,000.00

Seventeen hundred Dollars.
(Write Unit Price)

ITEM NO. 71

JUNCTION BOX MODIFICATIONS

21 Units @ \$ 2000 - per Unit \$ 42,000.00

Two Thousand Dollars.
(Write Unit Price)

ITEM NO. 72

ACER RUBRUM KARPICK,
(B&B, 4"-4 1/2" CAL., 16-18' HT.)

21 Units @ \$ 800.00 per Unit \$ 16,800.00

Sixty eight hundred Dollars.
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 73

TREE FRAME

\$ 16,000.00

8 Units. @ \$ 2000 per Linear Foot

Two Thousand Dollars
(Write Unit Price)

ITEM NO. 74

NO ITEM

ITEM NO. 75

JERSEY CITY TRAFFIC POLICE DIRECTOR

\$75,000.00

Lump Sum

Seventy Five Thousand Dollars & 00/100 Cents

(Write Unit Price)

SUMMARY OF BID

TOTAL BASE BID PRICE

MB

\$

(In figures)

1,594,715.00

\$

One million, Five Hundred & Ninety

(Price in Words, Dollars and Cents)

Four Thousand, Seven Hundred &
Fifteen Dollars and no cents

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print):

K. SAMY SELVAN Vice-President

Representative's Signature:

K. Selvan

Name of Company:

AJT Corp.

Tel. No.:

732-803-5468

Date:

09/22/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

732-803-5468

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : A & J Contractors Group Inc
Address : 105 Federal Road, Monroe, NJ
Telephone No. : 732-803-5468 0803/
Contact Name: Sammy

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: PACIFIC Ave #

Contractor: HET Construction Bid Amt. \$

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Milling	18,000-			X
Paving	250,000-			X
Grading	140,000-			X
Electrical	200,000-			X

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project _____

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A.
40A:11-16, please list name of proposed subcontractor, trade, and whether minority
woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
millling	Paolella	18,000-			X
Dawing	Tillon	250,000-			X
stripping	Statewide	40,000-			X
Electrical	Fai-Gon	250,000-			X

3. What is your policy and practice with respect to outreach and consideration of minority
and women-owned vendors/contractors as contractors and/or suppliers?

Trying to meet the Goal

Name of Contractor _____

By: Signature X

Type or print name/title: _____

Telephone No: _____

Date: 09/22/14

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

MWBE Page 3 Project _____

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
millling	Paolella	18,000-			X
Dewing	Tillon	250,000-			X
Striping	Statewide Lpn, Inc.				X
Electrical	Pai-Gon	200,000-			X

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

meet the goal to the best

Name of Contractor

By: Signature X

Type or print name/title:

Telephone No: 232-803-5468 Date: 09/22/14

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.708
Agenda No. 10.Z.4
Approved: OCT 22 2014
TITLE: _____



RESOLUTION IN SUPPORT OF PUBLIC QUESTION NO. 1 AMENDING THE NEW JERSEY STATE CONSTITUTION TO ALLOW A COURT TO ORDER PRETRIAL DETENTION OF A PERSON IN A CRIMINAL CASE

WHEREAS, on Election Day, November 4, 2014, New Jersey voters will be asked to consider Public Question No. 1, which reads "Do you approve amending the Constitution to allow a court to order pretrial detention of a person in a criminal case?" The proposed amendment would alter the present State constitutional right to bail; and

WHEREAS, on March 10, 2014, the New Jersey Supreme Court released a report of the Joint Committee on Criminal Justice, which concluded that "the current system presents problems at both ends of the spectrum: defendants charged with less serious offenses, who pose little risk of flight or danger to the community, too often remain in jail before trial because they cannot post relatively modest amounts of bail, while other defendants who face more serious charges and have access to funds are released even if they pose a danger to the community or a substantial risk of flight"; and

WHEREAS, the Committee reported explained that "[b]ecause the system is dependent upon one's financial resources, it is likely to have an especially adverse impact upon poor defendants and members of racial and cultural minority groups. A recent study found that approximately 12% of New Jersey's county jail population remained in custody because they could not post a bail of \$2,500 or less and that more than two-thirds of indigent defendants were members of racial and cultural minority groups."; and

WHEREAS, acting upon the Committee's recommendations, the New Jersey State Legislature passed a package of criminal justice reforms designed to create a fairer, more realistic bail and pre-trial detention system. The proposed constitutional amendment allows all criminal defendants, before conviction, to be eligible for pretrial release with or without posting bail, depending upon the decision of the court. Under the proposed process, the court will have the authority to deny pretrial release if they determine that the alleged offender, if released, would (1) be a threat to the safety of another person or the community, (2) would not appear in court for his or her hearing, and/or (3) obstruct the criminal justice process; and

WHEREAS, on July 31, 2014 the New Jersey State Senate voted to approve Senate Concurrent Resolution 128, and on August 4, 2014, the New Jersey State Assembly voted to approve Assembly Concurrent Resolution 177, thus placing the issue of amending the State Constitution to reform bail and pre-trial detention before the voters as Public Question No. 1 on Election Day, Tuesday, November 4, 2014; and

WHEREAS, on July 31, 2014 and August 4, 2014, the State Senate and Assembly, respectively, voted to approve legislation that implements the proposed constitutional amendment pending approval by New Jersey voters; and

WHEREAS, Public Question 1 is supported by the state's leading civil rights advocacy organizations, including the Drug Policy Alliance and the American Civil Liberties Union of New Jersey; and

City Clerk File No. Res. 14.708Agenda No. 10.2.4 OCT 22 2014

TITLE:

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby support amending the New Jersey State Constitution to allow a court to order pretrial detention of a person in a criminal case and urges Jersey City voters to vote "Yes" on Question No. 1 on November 4, 2014.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required ☐Not Required ☐


APPROVED 8-1


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION IN SUPPORT OF PUBLIC QUESTION NO. 1 AMENDING THE NEW JERSEY STATE CONSTITUTION TO ALLOW A COURT TO ORDER PRETRIAL DETENTION OF A PERSON IN A CRIMINAL CASE

Initiator

Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr. Council Pres.	
Phone/email	201-547-5268	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution expresses the Municipal Council's support for amending the New Jersey State Constitution to allow a court to order pretrial detention of a person in a criminal case and urges Jersey City voters to vote "Yes" on Question No. 1 on November 4, 2014.

I certify that all the facts presented herein are accurate.



Signature of Department Director

10/15/2014

Date

**SENATE CONCURRENT
RESOLUTION No. 128**

**STATE OF NEW JERSEY
216th LEGISLATURE**

INTRODUCED JULY 10, 2014

Sponsored by:

Senator DONALD NORCROSS

District 5 (Camden and Gloucester)

Assemblyman VINCENT MAZZEO

District 2 (Atlantic)

Assemblyman TIMOTHY J. EUSTACE

District 38 (Bergen and Passaic)

Assemblyman BOB ANDRZEJCZAK

District 1 (Atlantic, Cape May and Cumberland)

Assemblywoman DONNA M. SIMON

District 16 (Hunterdon, Mercer, Middlesex and Somerset)

Assemblyman DAVID P. RIBLE

District 30 (Monmouth and Ocean)

Assemblywoman BETTYLOU DECROCE

District 26 (Essex, Morris and Passaic)

Assemblyman ANTHONY M. BUCCO

District 25 (Morris and Somerset)

Co-Sponsored by:

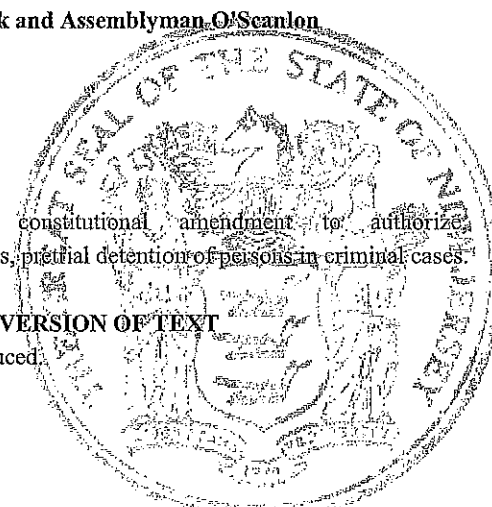
Senator Beck and Assemblyman O'Scanlon

SYNOPSIS

Proposes constitutional amendment to authorize under certain circumstances, pretrial detention of persons in criminal cases.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 8/5/2014)

SCR128 NORCROSS

2

1 A CONCURRENT RESOLUTION proposing an amendment to Article
2 I, paragraph 11 of the Constitution of the State of New Jersey.

3
4 BE IT RESOLVED by the Senate of the State of New Jersey (the
5 General Assembly concurring):

6
7 1. The following proposed amendment to the Constitution of
8 the State of New Jersey is agreed to:

9
10 PROPOSED AMENDMENT

11
12 Amend Article I, paragraph 11 to read as follows:

13 11. No person shall, after acquittal, be tried for the same
14 offense. All persons shall, before conviction, be [bailable by
15 sufficient sureties, except for capital offenses when the proof is
16 evident or presumption great] eligible for pretrial release. Pretrial
17 release may be denied to a person if the court finds that no amount of
18 monetary bail, non-monetary conditions of pretrial release, or
19 combination of monetary bail and non-monetary conditions would
20 reasonably assure the person's appearance in court when required, or
21 protect the safety of any other person or the community, or prevent the
22 person from obstructing or attempting to obstruct the criminal justice
23 process. It shall be lawful for the Legislature to establish by law
24 procedures, terms, and conditions applicable to pretrial release and the
25 denial thereof authorized under this provision.

26 (cf: Art. I, par. 11)

27
28 2. When this proposed amendment to the Constitution is finally
29 agreed to pursuant to Article IX, paragraph 1 of the Constitution, it
30 shall be submitted to the people at the next general election
31 occurring more than three months after the final agreement and
32 shall be published at least once in at least one newspaper of each
33 county designated by the President of the Senate, the Speaker of the
34 General Assembly and the Secretary of State, not less than three
35 months prior to the general election.

36
37 3. This proposed amendment to the Constitution shall be
38 submitted to the people at that election in the following manner and
39 form:

40 There shall be printed on each official ballot to be used at the
41 general election, the following:

42 a. In every municipality in which voting machines are not used,
43 a legend which shall immediately precede the question as follows:

44 If you favor the proposition printed below make a cross (X), plus
45 (+), or check (✓) in the square opposite the word "Yes." If you are

EXPLANATION – Matter enclosed in bold-faced brackets [thus] in the above bill is
not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

1 opposed thereto make a cross (X), plus (+) or check (✓) in the
2 square opposite the word "No."

3 b. In every municipality the following question:
4

	YES	<p>CONSTITUTIONAL AMENDMENT TO ALLOW A COURT TO ORDER PRETRIAL DETENTION OF A PERSON IN A CRIMINAL CASE</p> <p>Do you approve amending the Constitution to allow a court to order pretrial detention of a person in a criminal case? This would change the current constitutional right to bail.</p> <p>The change to the Constitution would mean that a court could order that a person remain in jail prior to trial, even without a chance for the person to post bail, in some situations.</p> <p>The amendment also removes language in the Constitution about bail eligibility for death penalty cases. The death penalty no longer exists in New Jersey.</p>
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1

	NO	<p style="text-align: center;">INTERPRETIVE STATEMENT</p> <p>The Constitution currently requires a court to grant bail to a jailed person in a criminal case before trial. If the person posts bail, the person is released from jail pending trial.</p> <p>The amendment would give a court the option of ordering a person to remain in jail in some situations. The court could order such detention based upon concerns that the person, if released: will not return to court; is a threat to the safety of another person or the community; or will obstruct or attempt to obstruct the criminal justice process.</p> <p>The amendment authorizes the Legislature to pass laws concerning pretrial release and pretrial detention. The amendment would take effect on January 1, 2017 to allow any new laws to be enacted and their requirements to be established.</p> <p>The amendment would also remove language in the Constitution about bail eligibility for death penalty cases. The death penalty no longer exists in New Jersey.</p>
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SCHEDULE

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This Constitutional amendment, if approved, shall take effect on January 1, 2017.

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STATEMENT

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11

This concurrent resolution proposes an amendment to the New Jersey Constitution that would authorize a court, under certain circumstances, to order the pretrial detention of a person in a criminal case. This would be authorized by changing the current constitutional right to bail.

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At present, the Constitution provides that all persons are entitled to bail (with an exception concerning death penalty cases), which, if posted, grants a release from jail pending trial. The amendment would change this right, so that a court could deny a person's release from jail even without a chance for that person to post bail.

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While eliminating the upfront right to bail, the proposed amendment would still make all persons eligible for pretrial release from jail (which could be by bail or other means). However, this

22

23

SCR128 NORCROSS

5

1 release could be denied by the court based upon concerns that a
2 jailed person, if released: would not return to court when required;
3 would be a threat to the safety of another person or the community;
4 or would obstruct or attempt to obstruct the criminal justice process.

5 The amendment authorizes the Legislature to pass laws
6 concerning pretrial release and pretrial detention. In order to permit
7 the Legislature time to properly establish appropriate procedures,
8 terms, and conditions related to these matters, and their requirements
9 to be implemented by the other branches of government, the
10 amendment would not take effect until January 1, 2017.

11 The amendment would also remove language in the Constitution
12 about bail eligibility for death penalty cases that is unnecessary; the
13 death penalty no longer exists in New Jersey.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.709

Agenda No. 10.Z.5

Approved: OCT 22 2014

TITLE:



RESOLUTION IN SUPPORT OF PUBLIC QUESTION NO. 2 AMENDING THE NEW JERSEY STATE CONSTITUTION TO DEDICATE STATE FUNDS FOR OPEN SPACE, FARMLAND, AND HISTORIC PRESERVATION, AND CHANGING EXISTING DEDICATION FOR UNDERGROUND STORAGE TANKS AND HAZARDOUS SITE CLEANUPS

WHEREAS, on Election Day, November 4, 2014, New Jersey voters will be asked to consider Public Question No. 2, which reads "Do you approve amending the Constitution to dedicate certain State revenues each year for environmental programs?" The proposed amendment would amend the New Jersey State Constitution to dedicate State funds for open space, farmland, and historic preservation and change existing dedication for underground storage tanks and hazardous site cleanups; and

WHEREAS, the Green Acres Program, run through New Jersey Department of Environmental Protection (DEP), supports the preservation, acquisition and stewardship of open space, farmland and historic sites. Since its creation in 1961, the Green Acres Program has directly protected 650,000 acres of open space and recreational lands in the State. Cumulatively, New Jersey voters have authorized \$3.3 billion in Green Acres funding, approving every bond referendum put before them, mostly recently in 2009; and

WHEREAS, notwithstanding overwhelming public support for funding open space and environmental initiatives, the Green Acres Program and related Blue Acres Program, which seeks to acquire flood-prone lands, have lacked dedicated and sustainable funding sources to ensure moneys are available for preserving our State's natural resources and public land. All remaining funds for these programs under the Green Acres, Water Supply and Floodplain Protection, Farmland and Historic Preservation Bond Act of 2009 were fully allocated by the end of 2012; and

WHEREAS, the New Jersey Department of Environmental Protection (DEP) released a report documenting the need to preserve an additional 650,000 acres to protect natural and water resources and 350,000 acres of farmland need to be preserved to maintain a viable agricultural industry in New Jersey; and

WHEREAS, New Jersey currently dedicates four (4%) percent of the revenue annually collected from the corporation business tax (CBT) to various environmental programs, of which only fifteen (15%) of funds collected go toward financing improvements and facilities for recreation and conservation purposes on parks and other preserved open space lands; and

WHEREAS, under the proposed amendment, from FY 2016 through FY 2019, four (4%) percent of CBT revenue will continue to fund environmental programs, seventy-one (71%) percent of which would fund the Green Acres and Blue Acres Programs. Beginning in FY 2020, six (6%) percent of CBT revenue will go toward funding environmental programs, seventy-eight (78%) percent of which would fund the Green Acres and Blue Acres Programs; and

WHEREAS, according OLS, the proposed amendment will "prohibit use of any of the moneys dedicated by the proposed constitutional amendment for the purpose of paying the principal or

City Clerk File No. Res. 14.709

Agenda No. 10.2.5 OCT 22 2014

TITLE:

interest on any general obligation bonds issued by the State prior or subsequent to adoption of the proposed constitutional amendment. Therefore, this proposed constitutional dedication of stable funding for various environmental purposes would be strictly a 'pay as you go' program"; and

WHEREAS, the New Jersey State Legislature considered the proposed amendment and approved creation of a dedicated funding source for the Green Acres and Blue Acres Programs. On June 26, 2014 the New Jersey State Senate voted to approve Senate Concurrent Resolution 84, and on August 4, 2014, the New Jersey State Assembly voted to approve Assembly Concurrent Resolution 130, placing the issue of funding for environmental programs before the voters as Public Question No. 2 on Election Day, Tuesday, November 4, 2014; and

WHEREAS, Public Question 2 is supported by the state's leading environmental and preservation organizations, including the NJ League of Conservation Voters, the NJ Sierra Club, and the more than 185 conservation, agricultural, and historic preservation groups that make up the NJ Keep It Green coalition; and

WHEREAS, the City of Jersey City and County of Hudson have benefited tremendously from the Green Acres Program, which has funded the acquisition of open space and revitalized local parks, including Liberty State Park; Hudson County's Lincoln and Washington Parks; the Harsimus Stem Embankment, Reservoir No. 3; and the forthcoming Berry Lane Park. The voters' approval of Public Question No. 2 will assure that Jersey City and other New Jersey municipalities have an opportunity to obtain funding for their ongoing open space and recreational needs; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City supports amending the New Jersey State Constitution to dedicate State funds for open space, farmland, and historic preservation and change existing dedication for underground storage tanks and hazardous site cleanups and urges Jersey City voters to vote "Yes" on Question No. 2 on November 4, 2014.

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION IN SUPPORT OF PUBLIC QUESTION NO. 2 AMENDING
THE NEW JERSEY STATE CONSTITUTION TO DEDICATE STATE FUNDS FOR OPEN SPACE,
FARMLAND, AND HISTORIC PRESERVATION, AND CHANGING EXISTING DEDICATION FOR
UNDERGROUND STORAGE TANKS AND HAZARDOUS SITE CLEANUPS

Initiator

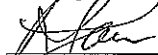
Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr. Council Pres.	
Phone/email	201-547-5268	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Given that the City of Jersey City has benefited tremendously from funds awarded through the State DEP's Green Acres Program, and the City's ongoing need to fund open space and recreational lands, this resolution expresses the Municipal Council's support for amending the New Jersey State Constitution to dedicate State funds for open space, farmland, and historic preservation and change existing dedication for underground storage tanks and hazardous site cleanups and to urge Jersey City voters to vote "Yes" on Question No. 2 on November 4, 2014.

I certify that all the facts presented herein are accurate.



Signature of Department Director

10/15/2014

Date

LEGISLATIVE FISCAL ESTIMATE
SENATE COMMITTEE SUBSTITUTE FOR
SENATE CONCURRENT RESOLUTION No. 84
STATE OF NEW JERSEY
216th LEGISLATURE

DATED: AUGUST 11, 2014

SUMMARY

Synopsis: Amends Constitution to dedicate four percent of Corporation Business Tax (CBT) revenues to open space, farmland, and historic preservation, water programs, public and private site remediation, and underground storage tank programs, ends current dedication of four percent of CBT revenues for various environmental programs, and increases dedication to six percent of CBT revenues in 2019; and dedicates revenue from leases and conveyances of State-owned open space for open space, farmland, and historic preservation.

Type of Impact: Rededication of CBT revenue for environmental purposes within the State General Fund; increased tax revenue dedication for environmental purposes.

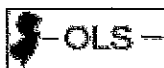
Agencies Affected: Department of Environmental Protection and Department of the Treasury.

Office of Legislative Services Estimate*

Fiscal Impact	Current Provisions	FY 2016-19 (4%)	FY 2020 et seq (6%)
Water Resources	\$15,000,000	\$5,000,000	\$7,500,000
Hazardous Substance Discharge Remediation (Brownfields), Private Underground Storage Tank Remediation	\$25,000,000	\$10,000,000	\$10,500,000
Hazardous Substance Discharge Cleanups (Publicly Funded Cleanups)	\$28,00,000	\$5,000,000	\$7,500,000
Diesel Risk Mitigation	\$0	\$0	\$0
Recreational Land Development and Conservation	\$32,000,000	\$0	\$0
Open Space, Farmland, and Historic Preservation	\$0	\$71,000,000	\$117,000,000
Total	\$100,000,000	\$100,000,000	\$150,000,000

*Assuming annual CBT revenue of \$2,500,000,000.

Office of Legislative Services
State House Annex
P.O. Box 068
Trenton, New Jersey 08625



Legislative Budget and Finance Office
Phone (609) 292-8030
Fax (609) 777-2442
www.njleg.state.nj.us

- The Office of Legislative Services (OLS) concludes that the most significant impact of this proposed constitutional amendment is to increase by 50% the amount dedicated to the several environmental purposes beginning in FY 2020, when the percentage of the Corporation Business Tax (CBT) dedication increases from 4% to 6%.
- The OLS notes that the proposed constitutional amendment also dedicates any revenue derived annually from leases and certain other uses of State-owned preserved open space to funding open space, farmland, and historic preservation.
- The OLS also notes that the amendment alters the distribution of dedicated funds among the several environmental purposes beginning in FY 2016, as illustrated above and described below.

BILL DESCRIPTION

Senate Committee Substitute for Senate Concurrent Resolution No. 84 of 2014 proposes a constitutional amendment to change the amounts allocated to the various environmental programs funded by the existing dedication of 4% of the revenue annually collected from the CBT, and add a new allocation category, beginning on July 1, 2015. It would also raise the amount of the dedication from 4% to 6%, beginning on July 1, 2019. The revenues to be constitutionally dedicated by the committee substitute would be used: (1) to preserve and steward open space (Green Acres), farmland, historic sites, and flood-prone areas (Blue Acres); (2) for water resources programs and projects; (3) for polluted site cleanups; and (4) for underground tank removal and cleanup. Moneys dedicated by the proposed constitutional amendment to preserving open space or flood-prone areas may also be used for the development of those lands for recreation and conservation purposes. The committee substitute would prohibit use of any of the moneys dedicated by the proposed constitutional amendment for the purpose of paying the principal or interest on any general obligation bonds issued by the State prior or subsequent to adoption of the proposed constitutional amendment. Therefore, this proposed constitutional dedication of stable funding for various environmental purposes would be strictly a "pay as you go" program.

The committee substitute also proposes to amend the State Constitution to require that all moneys received by the State from leases and certain other uses of State-owned preserved open space be used only to preserve and steward open space (Green Acres), farmland, historic sites, and flood-prone areas (Blue Acres).

Current Constitutional Dedication

The current constitutional dedication of 4% of the CBT revenue helps pay for water resources programs and projects, polluted site cleanups, underground tank removal and cleanup, air pollution equipment for diesel engines, and improvements to parks. Specifically, the Constitution now allocates the moneys from the dedication as follows:

- (1) 15% for water resources programs and projects;
- (2) 25% for hazardous substance discharge remediation programs ("brownfields," for example), unless the previously dedicated underground storage tank fund balances fall below \$20 million in a fiscal year, then 55% of the 25% allocation must be appropriated for underground storage tank programs the following year;

(3) 28% for hazardous substance discharge cleanup performed by the State (“publicly funded cleanups”);

(4) 17% for diesel air pollution control programs until December 31, 2015; and

(5) 15% for financing improvements and facilities for recreation and conservation purposes on parks and other preserved open space lands.

Further, under the current constitutional dedication, on January 1, 2016 the 17% allocation for diesel air pollution control programs (#4 above) expires and the moneys are reallocated to supplement the 15% dedication for financing improvements and facilities for recreation and conservation purposes on parks and other preserved open space lands, thereby increasing the dedication allocation for that purpose to a total of 32%. Also, under the current constitutional dedication, commencing January 1, 2022, the 25% allocation for hazardous substance discharge remediation programs and underground storage tank programs is continued but there are no longer any conditions or sub-allocations with respect to how the moneys are split between the two programs. Lastly, under the current constitutional dedication, up to 9% of the total amount dedicated may be used to pay for administrative costs of the State’s hazardous substance discharge program (#3 above).

In FY 2014, the adjusted appropriation from the constitutional dedication of 4% of the CBT revenue provided a total amount of \$103.1 million to fund the various environmental programs listed in the State Constitution to receive an allocation, as described above.

Proposed Constitutional Dedication FY 2016 through FY 2019

Specifically, for the period from FY 2016 through FY 2019, the committee substitute proposes to amend the State Constitution to continue to dedicate annually 4% of the CBT revenue for certain environmental programs, but to allocate the dedicated moneys as follows:

(1) 5% for water resources programs and projects;

(2) 10% for hazardous substance discharge remediation programs (“brownfields,” for example);

(3) 9% for underground storage tank programs;

(4) 5% for hazardous substance discharge cleanup performed by the State (“publicly funded cleanups”); and

(5) 71% for the preservation and stewardship of open space (Green Acres), farmland, historic sites, and flood-prone areas (Blue Acres).

The proposed constitutional amendment also would no longer dedicate any funding to pay for administrative costs associated with the State’s hazardous substance discharge cleanup program.

Proposed Constitutional Dedication FY 2020 and Thereafter

Specifically, for the period commencing FY 2020 and thereafter, the committee substitute proposes to amend the State Constitution to raise the annual dedication of the CBT revenue for certain environmental programs from 4% to 6%, and to allocate the dedicated moneys as follows:

(1) 5% for water resources programs and projects;

(2) 7% for hazardous substance discharge remediation programs (“brownfields,” for example);

(3) 5% for underground storage tank programs;

(4) 5% for hazardous substance discharge cleanup performed by the State (“publicly funded cleanups”); and

(5) 78% for the preservation and stewardship of open space (Green Acres), farmland, historic sites, and flood-prone areas (Blue Acres).

FISCAL ANALYSIS

EXECUTIVE BRANCH

None received.

OFFICE OF LEGISLATIVE SERVICES

The OLS concludes that the most significant impact of this proposed constitutional amendment is to increase by 50% the amount dedicated to the several environmental purposes beginning in FY 2020, when the percentage of the CBT dedication increases from 4% to 6%. Assuming an annual revenue yield from the CBT of \$2.5 billion for FY 2016 and each subsequent year, appropriations for the several environmental purposes will increase by \$50 million above the levels currently required by the State Constitution. Revenue from the CBT will undoubtedly vary from year to year from the assumed amounts illustrated in the table included in this fiscal estimate, so the actual change in the dedicated amounts will fluctuate proportionally.

The OLS notes that the proposed constitutional amendment also dedicates any revenue derived annually from leases and certain other uses of State-owned preserved open space to funding open space, farmland, and historic preservation. No estimate of the revenue that would become dedicated by this provision is feasible, since those amounts are subject to fluctuation annually based on conditions that cannot readily be foreseen.

The OLS also notes that the proposed constitutional amendment alters the distribution of dedicated funds among the several environmental purposes beginning in FY 2016. Assuming annual CBT revenue of \$2.5 billion, annual funding for open space, farmland, and historic preservation will increase in FY 2016-2019 from \$32 million to \$71 million, and thereafter to \$117 million. Annual funding will decline for the other four authorized uses, by an aggregate annual amount of \$39 million for FY 2016-2019, and by an aggregate annual amount of \$35 million in FY 2020 and each year thereafter. Therefore, since the funding for these other environmental purposes would be reduced, less funding from dedicated CBT revenues may be available to pay the administrative costs for those programs.

Section: Environment, Agriculture, Energy and Natural Resources

*Analyst: Joseph A. Hroncich
Senior Fiscal Analyst*

*Approved: David J. Rosen
Legislative Budget and Finance Officer*

This fiscal estimate has been prepared pursuant to P.L.1980, c.67 (C.52:13B-6 et seq.).

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.710

Agenda No. 10.Z.6

Approved: OCT 22 2014

TITLE:



RESOLUTION APPOINTING RAMY A. EID, ESQ. AS A FULL-TIME JUDGE IN THE JERSEY CITY MUNICIPAL COURT

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, pursuant to N.J.S.A. 2B:12-4(b), the Honorable Steven Fulop, Mayor of the City of Jersey City, has advised the Municipal Council, that he has appointed Ramy A. Eid, Esq. as a full-time Judge of the Municipal Court to replace Mark Curtis, who will be reappointed as a part-time Judge; and

WHEREAS, Ramy A. Eid, Esq. is well qualified to serve as a full-time Judge in the Jersey City Municipal Court; and

WHEREAS, pursuant to N.J.S.A. 2B:12-4(a) an appointment for an expired term is for a full three (3) year term; and

WHEREAS, the appointment requires the advise and consent of the Municipal Council.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the appointment of Ramy A. Eid, Esq. as a full-time Judge of the Municipal Court of the City of Jersey City for a three (3) year term to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).

1. The appointment of Ramy A. Eid, Esq. as a full-time Judge of the Municipal Court of the City of Jersey City to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).
2. The appointment of Ramy A. Eid, Esq. as a full-time Judge, be and is hereby approved to commence on the adoption of the within resolution and to expire on October 15, 2017.

ms

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RAMY A. EID, ESQ.

* Jersey City, NJ 07307 *

PROFESSIONAL EXPERIENCE

University Hospital, Newark, NJ (May 2013 - Present)

Senior Compliance Specialist/Counsel

- Advise Hospital Administration on compliance with federal and state laws, regulations, orders and guidelines governing matters pertaining to healthcare, privacy and governmental ethics.
- Develop and manage internal compliance and corporate governance policies and procedures.
- Interface with external government agencies on matters related to the monitoring and enforcement of a federal corporate integrity agreement, mandatory report filings, statute and rule interpretations and regulatory citations.
- Review contracts and legal agreements to ensure compliance with healthcare industry specific laws such as professional service agreements and utilization of protected health information by business associates.
- Oversee all matters related to instances of privacy and security breaches including the development of requisite policies, procedures and risk assessments and implementation of response actions required by law.
- Advise Board of Directors on matters of corporate governance and regulatory affairs and oversee the operation of subcommittees to handle same.

Rutgers University (formerly UMDNJ), Newark and Trenton, NJ (July 2009 - May 2013)

Manager of Regulatory Affairs

- Monitored, analyzed and provided counsel on legislative, regulatory and policy matters impacting the University.
- Coordinated the University's compliance efforts with federal and state agencies related to regulatory proposals and adoptions, executive orders, government guidelines and public notices.
- Represented the University in governmental administrative proceedings and public hearings.
- Liaison to the Newark Mayor and City Administration concerning regulatory, economic, contractual and land use matters in connection with the University's Newark-based operations and health care provider functions.

Office of the President Elect, Washington, DC (November 2008 - March 2009)

Presidential Transition Team Staff Member

- Assisted with the review and analysis of patient and provider data for a report on national healthcare reform.
- Worked with White House Office of Public Liaison Transition Team in developing communication and policy coordination strategies with external stakeholder groups including local governments, not for profit organizations, and business associations.

City of Newark Law Department, Newark, NJ (December 2006 - July 2008)

Assistant Corporation Counsel

- Assisted in the development and provided legal counsel on the Mayor's policy and legislative agenda.
- Drafted and reviewed City Ordinances, Resolutions, Executive Orders and Contracts as to legality and form.
- Provided general legal counsel and rendered legal opinions to City entities and the Newark City Council.
- Drafted and negotiated City contracts and licensing agreements and oversaw the City's compliance with public procurement and open records laws and litigated related matters on the City's behalf.

New Jersey Office of the Attorney General, Trenton, NJ (October 2002 - December 2006)

Deputy Attorney General - Legislative Counsel to the AG and Special Assistant to the First Assistant AG

- Developed and implemented the AG's legislative agenda and provided related legal counsel to the Governor's Office and State Departments of the Executive Branch.
- Analyzed and drafted legislation including performing related legal research and statutory interpretation.
- Testified before NJ Senate and Assembly to advocate AG positions and provide legal guidance on legislation.
- Developed and coordinated implementation of the Governor's law enforcement and crime prevention policies, responsibilities included preparation of memorandum, reports and implementing legal instruments such as Gubernatorial Executive Orders and AG Directives.

EDUCATION

Columbia University, School of International and Public Affairs, New York, NY
Master of Public Administration, 2012

Seton Hall University School of Law, Newark, NJ
Juris Doctor, 2001

University of Massachusetts at Amherst, Amherst, MA
Bachelor of Arts, 1998, Cum Laude, Phi Beta Kappa

American University of Cairo, Cairo, Egypt
Study Abroad Exchange Program, Spring 1997

ACTIVITIES & VOLUNTEER WORK

Hudson County and Jersey City Committee Representative, Jersey City, NJ (June 2011 - Present)

- Elected to represent Jersey City Heights neighborhood and advocate constituent concerns.
- Serve as constituent liaison to municipal and county governments.

Jersey City Egyptian Festival Committee, Jersey City, NJ (April 2010 - Present)

- Member of the planning committee responsible for overseeing the organization, promotion and conducting of the Annual Jersey City Egyptian Festival which celebrates Egyptian history and culture and Egyptian American contributions to Jersey City and Hudson County.
- Coordinate outreach efforts with local businesses and public officials.

ADDITIONAL INFORMATION

- **Languages:** Proficient in Arabic.
- **Licenses:** Admitted to the practice of law in New Jersey.
- **IT Skills:** Experienced in Microsoft Office, Westlaw, Lexis, Excel, SPSS, Internet applications and social media.

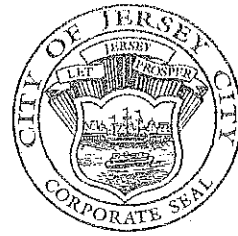
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.711

Agenda No. 10.Z.7

Approved: OCT 22 2014

TITLE:



RESOLUTION APPOINTING MARK CURTIS, ESQ. AS A PART-TIME EVENING JUDGE IN THE JERSEY CITY MUNICIPAL COURT

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, pursuant to N.J.S.A. 2B:12-4(b), the Honorable Steven Fulop, Mayor of the City of Jersey City, has advised the Municipal Council, that he has reappointed Mark Curtis, Esq. as a part-time evening Judge of the Municipal Court; and

WHEREAS, Mark Curtis, Esq. is well qualified to serve as a part-time Judge in the Jersey City Municipal Court; and

WHEREAS, pursuant to N.J.S.A. 2B:12-4(a) an appointment for an expired term is for a full three (3) year term; and

WHEREAS, the appointment requires the advise and consent of the Municipal Council.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the appointment of Mark Curtis, Esq. as a part-time Judge of the Municipal Court of the City of Jersey City for a three (3) year term to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).

1. The appointment of Mark Curtis, Esq. as a part-time Judge of the Municipal Court of the City of Jersey City to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).
2. The appointment of Mark Curtis, Esq. as a part-time Judge, be and is hereby approved to commence on the adoption of the within resolution and to expire on October 15, 2017.

ms

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

MARK C. CURTIS, ESQ.

Jersey City, New Jersey 07306

Admitted to New Jersey Bar.

Member of Hudson County Bar Association

EDUCATION: Seton Hall University School of Law
Newark, New Jersey
Juris Doctor Degree, June 1985

Saint Peter's College
Jersey City, New Jersey, June 1982
B.A., Summa Cum Laude, 3.80 Grade Point Average
Double Major: English Major and Political Science Major
Awarded Political Science Graduation Award

ACTIVITIES: Hudson County Legal Services Pro Bono Attorney Program
Successfully completed Hudson Inns of Court

EXPERIENCE: **MUNICIPAL PROSECUTOR'S OFFICE**
City of Jersey City (2009 to March 2013)
Assistant Municipal Prosecutor assigned to prosecute criminal
motor vehicle violations and violations of the municipal code.

LAW OFFICES OF MARK C. CURTIS
Jersey City, New Jersey (September 1997 to Present)
Private general law practice that includes civil litigation,
administrative law, family law litigation, contract review,
commercial transactions and real estate.

LYCA TEL, LLC
STAFF ATTORNEY
Newark, New Jersey (April 2007 to June 2008)
Duties included overseeing civil litigation, resolving personnel
discipline matters, review of contracts, compliance with Federal
anti-money laundering laws, and compliance with public utility laws
involving telecommunications. Handled customer and employee
inquiries. Supervised cases and filings of outside counsel.

MUNICIPAL UTILITIES AUTHORITY-
SENIOR STAFF ATTORNEY
Jersey City, New Jersey (May 2002 to March 2005)
Duties included civil litigation, prosecuting and resolving personnel
discipline matters, real estate, review of contracts, commercial
litigation, ensured compliance with applicable regulations, handled
customer and employee inquiries, tracked and managed cases of
both outside counsel and in house counsel.

CHASAN, LEYNER, BARISO & LAMPARELLO, ESQS.

Jersey City, New Jersey (November 1988 to 1999)

Practiced civil and insurance litigation in negligence and environmental areas. Also, gained trial experience in a wide variety of litigated matters such as commercial and banking transactions, consumer disputes and contract litigation. Municipal Court defense work. Experienced in trial and appellate litigation. Familiar with Lexus Nexus and Westlaw research.

JERSEY CITY LAW DEPARTMENT

Jersey City, New Jersey (1983 to 1986)

Law Clerk handling municipal law cases and research. Handled appellate court litigation, research for the municipal court and municipal council.

Reported Decisions:

Donelan v. Doherty, 227 N.J. Super 535 (App. Div. 1988)

Clifton v. Passaic Valley Water Com'n, 224 N.J. Super 53 (Law Div. 1987) Affirmed on appeal Superior Court, Appellate Division and by N.J. Supreme Court in Mayor and Mun. Council v. Water Com'n, 115 NJ 126 (1989).

References and writing samples available on request.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.712

Agenda No. 10.Z.8



WITHDRAWN

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SWIFT REACH FOR A MASS NOTIFICATION (EMERGENCY ALERT) SYSTEM

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION :

WHEREAS, the City currently has no automated computer system for issuing Citywide emergency alerts via telephone, cell phone, the internet, and/or e-mail; and

WHEREAS, such an alert system would be used during emergencies including but not limited to severe weather, floods, fires, chemical spills, and terrorism; and

WHEREAS, the City desires to implement such a mass notification system for the protection of Jersey City residents, commuters, and visitors; and

WHEREAS, N.J.S.A. 40A:11-4.1(a) authorizes the City to use competitive contracting to award contracts for proprietary software and

WHEREAS, the City Council approved resolution 08-628 on August 6, 2008, authorizing the use of competitive contracting for this purpose; and

WHEREAS, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and received proposals from Blackboard, ECN, Everbridge, First Call, Govdelivery, Nixle, Rave, and Swift Reach; and

WHEREAS, a committee appointed by the Business Administrator, has reviewed the proposals and prepared a report attached hereto, recommending that the contract be awarded to Swift ReachC3; and

WHEREAS, this contract will be awarded for one year, with the option to renew for two (2) additional one (1) year terms; and

WHEREAS, the proposal submitted by Swift Reach will cost \$64,550 per year, and be fully grant funded by the Urban Area Security Initiative (UASI); and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, this award of contract is contingent upon sufficient funds being appropriated in the FY2014 permanent budget in the following account:

UASI	
Acct NO. 13-02-213-40-372-314	\$64,550.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to provide a mass notification system is awarded to Swift Reach;

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SWIFT REACH FOR A MASS NOTIFICATION (EMERGENCY ALERT) SYSTEM

- 2) Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement prepared by the Purchasing Agent based on the terms and conditions of the City's Request for Proposals document;
- 3) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
- 4) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
- 5) This Agreement shall be subject to the condition that Swift Reach provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 6) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, _____ (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds (\$64,550.00) available for the payment of the above resolution in Account No. 13-02-213-40-372-314

PO NUMBER:

WITHDRAWN

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMEN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SWIFT REACH FOR A MASS NOTIFICATION (EMERGENCY ALERT) SYSTEM

Project Manager

Department/Division	Public Safety	Office of Emergency Management
Name/Title	Greg Kierce	Director, OEM
Phone/email		

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City is in need of a mass notification system for emergency alerts and non-emergency notifications. The competitive contracting process was used to solicit and evaluate proposals from 8 vendors. The evaluation committee (report attached) recommends the solution proposed by Swift Reach as best meeting the City's needs. Committee's rank/score for each vendor excerpted below (Everbridge's proposal was rejected as non-responsive for failure to provide required documents):

Vendor	Kierce	Morrill	Mercer
Blackboard	5/155	4/150	5/180
ECN (Code Red)	2/205	2/200	2/200
Everbridge *	n/a	n/a	n/a
First Call	5/155	6/145	3/190
Govdelivery	3/165	3/160	4/185
Nixle	4/157	5/147	7/157
Rave	7/140	7/140	5/180
Swift Reach	1/215	1/215	1/205

Cost (Identify all sources and amounts)

UASI grant: \$64,550/year for total of \$193,650 over 3 years

Contract term (include all proposed renewals)

One (1) year plus two (2) one (1) year renewals.

Type of award **Competitive Contracting**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/17/14
Date

Purchasing Checklist

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.713

Agenda No. 10.Z.9

Approved: OCT 22 2014

TITLE:



RESOLUTION ENDORSING THE SUBMISSION OF THE 2013 RECYCLING TONNAGE GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual to ensure the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the City of Jersey City hereby endorses the submission of the 2013 Recycling Tonnage Grant application to the New Jersey Department of Environmental Protection and designates Oren K. Dabney, Sr., Chief Executive Officer of the Jersey City Incinerator Authority to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED, that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund of the Jersey City Incinerator Authority to be used solely for the purpose of recycling.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.22.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Robert Byrne

From: Crystal Fonseca [c.fonseca@jciaoonline.org]
Sent: Monday, October 20, 2014 4:02 PM
To: Robert Byrne; Robert Kakoleski
Cc: Sean Gallagher
Subject: Recycling Tonnage Grant Application 2013

Please see the below and let me know if this helps.

In 1987, the "New Jersey Statewide Mandatory Source Separation and Recycling Act" (the Act), specifically N.J.S.A. 13:1E-99.16, mandated the governing body of each municipality to submit an annual Recycling Tonnage Report summarizing the amount of material recycled during the previous calendar year.

THE REPORTING PROCESS

Recycling Tonnage Reports shall be submitted as a spreadsheet compatible with the Microsoft Excel structure provided by the Department. You may obtain a copy of the approved Excel file by visiting our web page: <http://www.nj.gov/dep/dshw/resource/tonnage/> or by contacting Joe Davis by phone – (609) 984-6907.

Report & Resolution: Your Excel file and municipal resolution shall be attached to an email with your town name in the subject header and contact name with telephone number in the body of the email sent to joseph.davis@dep.state.nj.us.

Municipalities may not alter their budget without passing a resolution. Since your town is eligible to receive a recycling tonnage grant, you'll need to provide a NEW Municipal Resolution each year, and applicants who fail to file an appropriate municipal resolution pertaining to their tonnage report will not be eligible for the recycling grant.

Make sure your resolution identifies the 2013 RECYCLING TONNAGE GRANT. Remember, you are applying for a grant which is titled "2013 Recycling Tonnage Grant". Your town may pass its resolution in calendar year 2014, but you are still applying for a "2013 Recycling Tonnage Grant".

NOTE: If your resolution was passed in calendar year 2013, it will be assumed that resolution was for the 2012 RECYCLING TONNAGE GRANT.

Crystal C. Fonseca
Administrative Assistant to CEO
201-432-4645 ext. 2625

Oren K. Dabney, Sr.